

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

**MONDAY, AUGUST 20, 2018
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

1. Call to Order

2. Roll Call

3. Administrative

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 E7 Special Event Liquor License for Blue Goose Super Market, Inc., Located at 300 S 2nd Street, St. Charles for September 16, 2018. (Fox Valley Marathon – Blue Goose Beer Tent)
- b. Recommendation to approve a Proposal for a Class A6 Liquor License for Deepa Foods, Inc., d/b/a 7-Eleven located at 2400 E. Main St. Charles.
- c. Recommendation to approve a Proposal for an A4 Liquor License for Riverlands Brewing Company, LLC located at 1860 Dean Street, Unit A, St. Charles.

6. City Administrator

- a. Presentation of an agreement between the City of St. Charles and the City of South Elgin related to Sales Tax Distribution.

7. Finance

- *a. Budget Revisions – April, 2018

8. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

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

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 jmcmahon@stcharlesil.gov.

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

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5a

Title:

Recommendation to approve a Proposal for an E7 Special Event Liquor License for Blue Goose Super Market, Inc., Located at 300 S 2nd Street, St. Charles for one day only, September 16, 2018. (Fox Valley Marathon – Blue Goose Beer Tent)

Presenter:

Jim Keegan, Police Chief

Meeting: Government Operations Committee

Date: August 20, 2018

Proposed Cost:

Budgeted Amount:

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

This is an application request for a Class E-7 Temporary License, authorizing for consumption of beer and wine for the Fox Valley Marathon being held on the east side of Blue Goose (between Blue Goose and 1st Street). This temporary license request is for one day (9-16-18).

The event will be from 7:00 am – 7:00 pm

This Class E-7 Temporary License was an add-on requested after the Special Events Permit was submitted.

Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, August 20, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on September 4, 2018 for final approval.

Attachments *(please list):*

Application, Site Plan, COI, BASSET

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Proposal for an E7 Special Event Liquor License for Blue Goose Super Market, Inc., Located at 300 S 2nd Street, St. Charles for one day only, September 16, 2018. (Fox Valley Marathon – Blue Goose Beer Tent)

For Office Use
 Received:
 Fee Paid: \$
 Receipt #

CITY OF ST. CHARLES

TWO EAST MAIN STREET NON-REFUNDABLE
 ST. CHARLES, ILLINOIS 60174-1984



**CITY LIQUOR DEALER LICENSE APPLICATION
 CLASS E7 - SPECIAL EVENTS**

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License.
Class E7
 Commencing 9/16/18 and ending same
 Time Starting 9am and ending 7p
 Location of Event East of B 500 S 2nd St

Name of Business Blue Louis Super Market, Inc
 Address of Business 300 S 2nd St Business Phone 630-584-0700
 Has Applicant had a Class E7 License in the previous 365 days? No If YES, on what date: _____
 5.08.050A1 Circle Choice to Show: Individual Partnership Corporation Other: _____

Requirements of a Class E7 - Special Event License for A2 (Package Sales) Liquor License Holders

- Class E7 licenses are restricted to A2 and A2(B) license holders.
- The Class E7 license fee is \$100.00 per day.
- A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. **Please provide a list of all supervisors with this application.**
- Beer and/or Wine are the only alcoholic beverages to be sold.
- Hours are restricted to 12 noon to 9:00 p.m.
- Licensee must rope/fence off the licensed premises.
- Each patron **must wear a wristband** after having identification checked for legal alcohol consumption age.
- Are children/minors permitted in the licensed premises? IN wristbands for 21+ - per Paul
- A sign limiting beer and/or wine consumption to the roped off area must be conspicuously displayed at all times.
- Each server of alcohol must be BASSET certified - need copy of BASSET certification.** certificates 8-14-18.
- A copy of site plan diagram to include roped area shall accompany this application.
- All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

- Is license to be used in conjunction with a special event approved by the City Council? yes
 If yes, provide name of event: Fox Valley Marathon
- Is license to be used in conjunction with a picnic, bazaar, fair or similar assembly with food dispensing and/or sale the predominate purpose of the event? yes
- Location/address of event. Important: Attached drawing of location to this application. open lot east next contiguous to
- Important: If location is out of doors, attach proof of liability insurance (photocopy) from an approved insurance agency. 300 S 2nd St

Affidavit

State of Illinois)
 County of Kane)

I/We, being duly sworn, that information contained in this application is true to my/our own knowledge and that the statements set forth are of my/our own free will. I/We solemnly swear that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the City of St. Charles.

Signed: [Signature] Signed: _____
 Sworn to before me this 23rd day of July, 2018.
 Notary Public Karen Muehlfelt



ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER

Approved: [Signature] Date: 8-14-18 Chief of Police: [Signature]
 Approved: _____ Date: _____ Liquor Commissioner: _____



- A – Step-and-repeat photo area
- B – Community/ entertainment display and demo area
- C – Cookout food sales area
- D – Beer sales area
- E – table seating area
- F – Picnic seating area
- G – Entry/ Exit area control point

BASSET Card



March 24, 2017



Letter ID: L1482750352

HEATHER ROONEY
1010 SOUTH SECOND ST.
ST. CHARLES IL 60174

License No.: 5A-0110606
Expiration Date: 3/7/2020
License Type: Basset Card

Your "Student ID number" is: 10787426

Your "Trainer's ID number" is: 5A-0110606

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).

<p>ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD</p> <p>Date of Certification: 3/7/2017 Expires: 3/7/2020 Trainer's IL Liquor License Number: 5A-0110606</p> <p>HEATHER ROONEY 1010 SOUTH SECOND ST. ST. CHARLES IL 60174</p> <p>**Card is not transferrable - OFF-PREMISE ONLY**</p>
--

BASSET Card



March 24, 2017



Letter ID: L0409008528

HEATHER ROONEY
1010 SOUTH SECOND ST.
ST. CHARLES IL 60174

License No.: 5A-0110606

Expiration Date: 3/5/2020

License Type: Basset Card

Your "Student ID number" is: 10787426

Your "Trainer's ID number" is: 5A-0110606

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).

<p>ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD</p> <p>Date of Certification: 3/5/2017 Expires: 3/5/2020 Trainer's IL Liquor License Number: 5A-0110606</p> <p>HEATHER ROONEY 1010 SOUTH SECOND ST. ST. CHARLES IL 60174</p> <p>**Card is not transferrable**</p>

Certificate of Completion



BROOKE HERMANN

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 7/5/2018

from the American Safety Council.

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

Jeff Pairan

Certificate of Completion



TAMMY FAUST

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 5/21/2018

from the American Safety Council.

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

Jeff Pairan



Illinois BASSET Training

This card certifies that:

TAMMY FAUST

has completed the
Off-Premise BASSET Alcohol Certification



Jeff Poiran

6/20/2018

Exp. Date.

BASSET Card



November 30, 2016



Letter ID: L1501355920

BARBARA ROWE
1804 CUMBERLAND GREEN DRIVE
ST.CHARLES IL 60174

License No.: 5A-0110606
Expiration Date: 11/22/2019
License Type: Basset Card

Your "Student ID number" is: 10457139

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

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

IMPORTANT:

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

ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD
Date of Certification: 11/22/2016 Expires: 11/22/2019
Trainer's IL Liquor License Number: 5A-0110606
BARBARA ROWE
1804 CUMBERLAND GREEN DRIVE
ST.CHARLES IL 60174



****Card is not transferrable - OFF-PREMISE ONLY****



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2017

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 All-Security Insurance Agency 1000 E. Warrenville Road Suite 101 Naperville IL 60563	CONTACT NAME: Amanda Niemiec PHONE (A/C, No, Ext): 847-699-4040 E-MAIL ADDRESS: amanda@allsecurity.com	FAX (A/C, No): 847-297-1124
	INSURER(S) AFFORDING COVERAGE	
INSURED Blue Goose Super Market Inc. dba Blue Goose Market 300 S 2nd St. St Charles IL 60174	INSURER A: West Bend Mutual Insurance Company INSURER B: United States Liability Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	15350 25895

COVERAGES

CERTIFICATE NUMBER: 1639885439

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A337511	10/1/2017	10/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input 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			A337511	10/1/2017	10/1/2018	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ WAIVED			A337511	10/1/2017	10/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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/A	A337517	10/1/2017	10/1/2018	<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 B	Employment Prof. Liquor Liability Property Coverage			A337511 EPL1553173C	10/1/2017 10/1/2017	10/1/2018 10/1/2018	Occ./Agg. \$500k/\$500K Aggregate \$1,000,000 Building Limit 5,660,306

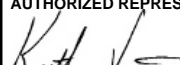
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liquor Liability Coverage - Property Damage, Means of Support & Bodily Injury - \$1,000,000 CSL

Additional Insured: City of St. Charles

CERTIFICATE HOLDER

CANCELLATION

City of St. Charles 2 E. Main Street St. Charles IL 60174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5b

Title: Recommendation to approve a Proposal for a Class A6 Liquor License for Deepa Foods, Inc., d/b/a 7-Eleven located at 2400 E. Main St., St. Charles.

Presenter: Jim Keegan, Police Chief

Meeting: Government Operations Committee

Date: August 20, 2018

Proposed Cost:

Budgeted Amount:

Not Budgeted:

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

This is an application request for an A6 Liquor license for Deepa Foods, Inc., d/b/a 7-Eleven, located at 2400 E. Main St., St. Charles.

Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, August 20, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on September 4, 2018 for final approval.

Attachments *(please list):*

Memo, Application, BASSET Information, Site Plan, Lease, Business Plan, COI

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Proposal for a Class A6 Liquor License for Deepa Foods, Inc., d/b/a 7-Eleven located at 2400 E. Main St., St. Charles.



Memo

Date: 8/14/2018

To: The Honorable Ray Rogina, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

Re: Background Investigation- Deepa Foods Inc. d/b/a 7-11 / 2400 E. Main Street (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.

As you are aware, City Council recently modified our city code allowing alcohol sales inside gas station/mini-marts as follows (*A-6 Class A-6 licenses shall authorize the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, in gas stations and/or convenience stores where the retail sale of packaged alcoholic liquor is secondary to the sale of either 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*).

Sales can only occur between 7:00am and 10:00pm daily.

The site location/floor plans and the corresponding application materials were reviewed by my staff. Dram Shop insurance, alcohol education training and their remaining paperwork was in order. I recommend alcohol sales subject to City Council approval.

Thank you in advance for your consideration in this matter.

City of St. Charles, Illinois Liquor Control Commissioner

CITY RETAIL LIQUOR DEALER LICENSE APPLICATION

APPLICATION FEE IS NON-REFUNDABLE

Incomplete applications will not be accepted.

Completed applications may be submitted to:

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



A6

Date Application Received: 7-23-2018 New Application Renewal Application

APPLICATION CHECKLIST

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

OFFICIAL USE ONLY

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

Signature of Mayor, Liquor Control Commissioner _____

Date Issued _____

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

07.05.2016

APPLICANT INFORMATION				
A. Type of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other (explain):				
B. Business Name: 7-ELEVEN				
C. Business Address: 2400 EAST MAIN ST. CHARLES, IL 60174				
D. IL Tax ID Number: 4281-9938	E. Business Phone: 630-584-0200	F. Business E-mail: Pgoud7@gmail.com	G. Business Website:	
H. Contact Person: PRAVEEN GOUD		I. Title: PRESIDENT	J. Phone No.: 847-401-4150	
K. If Corporation, Corporation Name: DEEPA FOODS INC				
L. Corporation Address (city, state, zip code): 704 W. EASTON CT, PALATINE, IL 60067				
BUSINESS ESTABLISHMENT LOCATION INFORMATION				
A. Type of Establishment: <input type="checkbox"/> Package <input type="checkbox"/> Restaurant <input type="checkbox"/> Tavern <input type="checkbox"/> Hotel/Banquet/Arcade/Q-Center <input checked="" type="checkbox"/> Other				
B. Address applying for liquor license (exact street address): 2400 EAST MAIN ST.		C. Number of Parking Spaces: 15	D. Outside Dining s.f. [17.20.020-F]:	E. Holding Bar s.f. [5.08.010-F]:
F. Total Building s.f.:	G. Total Number of Seats:	H. Number of Bar Seats:	I. Sale Counter s.f.:	J. Live Entertainment Area s.f. [5.08.010-H]:
K. Kitchen s.f.:	L. Cooler s.f.: 30x75	M. Dry Storage s.f.:	N. Seating Area s.f.:	O. Retail/public Area s.f.:
P. Service Bar s.f. [5.08.010-O]:				
Q. Brief Business Plan description based on type of establishment listed above: CONVENIENCE STORE				
MANAGER INFORMATION				
Full Name, include middle initial: MUBHASHAR KHAN Title: MANAGER				
Br[]le[]	Br[]lace[]	Driver's License# []	Home Phone:	
Home Address: [REDACTED]				
Full Name, include middle initial:				
Br[]le[]	Br[]lace[]	Driver's License# []	Home Phone:	
Home Address:				
Full Name, include middle initial:				
Br[]le[]	Br[]lace[]	Driver's License# []	Home Phone:	
Home Address:				

PROPOSED FLOOR PLAN/ LAYOUT OF PROPERTY

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

CLASS B LICENSES

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

CLASS C LICENSES

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

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

CORPORATION / PREMISES QUESTIONS

1.	<p>If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, print name(s), date(s), and place(s) of naturalization:</p>
2.	<p>List the type of business of the applicant (5.08.070-3): CONVENIENCE STORE</p>
3.	<p>Number of years of experience for the above listed type of business (5.08.070-4): 10+ years.</p>
4.	<p>Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): \$60,000</p>
5.	<p>Location/ address and description of business to be operated under this applied for license (5.08.070-6): 240 EAST MAIN ST, ST-Charles, IL. Purely Convenience Store selling prem food, milk, candy, lotteries apart from BNL</p>
6.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
7.	<p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: _____ E-mail Address _____</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: _____ E-mail Address _____</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: _____ E-mail Address _____</p>
8.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es):</p>

9.	<p>Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued.</p>
10.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, date building permit was applied for with Building & Code Enforcement:</p>
11.	<p>Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what was the disposition of the application? Explain as necessary:</p>
12.	<p>Has applicant (and all persons listed on page 1 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 1 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
13.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p>Government Unit:</p> <p>Date: <u>08/2008</u> Location, Qty/State: <u>Schaumburg/IL</u></p> <p>Special Explanations:</p> <p>Government Unit:</p> <p>Date: Location, Qty/State:</p> <p>Special Explanations:</p>
14.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>

15.	<p>Complete ONLY if yes was answered to the questions above (14):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____</p> <p>Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
16.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <u>01/29/2018</u></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): _____</p>
17.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any liquor laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business(5.08.070-11)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
18.	<p>Mandatory: All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 1 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, date(s): _____</p>
19.	<p>Mandatory: Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If already furnished, date of delivery: _____</p> <p>NOTE: Insurance must be issued from May 1, 20XX – April 30, 20XX in accordance with City code 5.08.060. Request a prorated rate from your insurance company if you are applying for a new license during this timeframe.</p>

7

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

Yes No

COMMENTS/ADDITIONAL INFORMATION

B.ASSET TRAINING

Please list employees required to have B.ASSET 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: MUHASHAB ICHAH (Middle) Manager
(First) (Last)
Home Street Address: [REDACTED]
City, State, Zip: [REDACTED]
Date of Course: 7/16/2018 Place Course was Taken:
Birthdate: Certificate Granted: Expiration:

Name: (First) (Last) (Middle) Manager
Home Street Address:
City, State, Zip:
Date of Course: Place Course was Taken:
Birthdate: Certificate Granted: Expiration:

Name: (First) (Last) (Middle) Manager
Home Street Address:
City, State, Zip:
Date of Course: Place Course was Taken:
Birthdate: Certificate Granted: Expiration:

Name: (First) (Last) (Middle) Manager
Home Street Address:
City, State, Zip:
Date of Course: Place Course was Taken:
Birthdate: Certificate Granted: Expiration:

NB/M MANAGEMENT REQUIREMENTS

Whenever a new manager comes on board, the City must be notified and that person must be fingerprinted.
 The business establishment is responsible to keep copies of all B.ASSET certificates on file for their employees.

APPLICATION FOR LATE NIGHT PERMIT

SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C

To: St. Charles Liquor Control Commission

Date:

I now possess or have applied for a liquor license Class

Applicant's Name

PRABEEN K. CHOD

Name of Business:

7-ELEVEN

Business Address:

2400 E. MAIN ST, ST. CHARLES, IL 60174

Business Phone:

630-884-0220

SUPPLEMENTAL PERMIT APPLIED FOR

Payment of Late Night Permit fee is required at the time the permit is issued.

1:00 a.m. Late Night Permit – fee of \$800.00

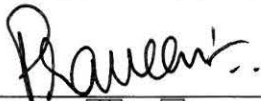
2:00 a.m. Late Night Permit – fee of \$2,300.00

NOTE: Other permits that may be available upon request include:

Class E – Special Event License (1 to 3-day event @ \$100.00 per day)

Outdoor Dining Permit (Contact Community & Economic Development @ 630.377.4443)

SIGNATURES



Applicant's Signature

Liquor Commissioner hereby directs City Clerk to issue permit indicated above.

Liquor Commissioner's Signature

Date

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

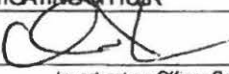
Date:	Name of Applicant:
Name of Business:	
Address of Business:	Ward Number:

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

1.	Date on which applicant will begin selling retail alcoholic liquors at this location:
2.	Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	<p>If the answer to question 2 is yes, answer the following: Is applicant's place of business a place offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, answer a, b and c:</p> <p>a. State the kind of such business:</p> <p>b. Give date on which applicant began the kind of business named at this location:</p> <p>c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4.	<p>If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
5.	Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.	If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

8	Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9	Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10	Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11	It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12	From your observation and investigation, has applicant to the best of your knowledge truthfully answered all questions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:
13	Have all persons named in this application been fingerprinted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Fingerprinted by <u>Sullivan</u> Date <u>072918</u>
14	Other necessary data

**SIGNATURES
ENDORSEMENTS AND APPROVALS**

INVESTIGATING OFFICER

 Investigating Officer Signature Commander 323
 Badge Number & Rank

ENDORSEMENT OF THE CHIEF OF POLICE
 Recommend Issuing Liquor License Yes No
James F. Hegarty
 Signature Of Chief of Police 8/16/18
 Date

MEMORANDUM OF LEASE
(Shopping Center)

THIS LEASE is made on the 8th day of February, 1989, by and between CAPITOL BANK AND TRUST, not personally but as Trustee under a Trust Agreement dated April 27, 1988 and known as Trust No. 1497, hereinafter referred to as "Lessor", and WHITE HEN PANTRY, INC., a Delaware corporation, hereinafter referred to as "Lessee".

In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements thereon or to be constructed thereon, situated in the Village of St. Charles, County of Kane and State of Illinois, designated as "WHITE HEN PANTRY" and "BOTTLE CAGE" on Exhibit A attached to that certain Lease between the parties hereto bearing even date herewith (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities. The entire tract of land shown on said Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit AA hereto attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the NWC of Dunham and North Avenue.

The term shall begin approximately October, 1989, and shall end approximately October, 2004, subject to all of the terms, conditions, provisions and covenants of said Lease of even date herewith which are incorporated herein by reference; among said terms, conditions, provisions and covenants are the following:

Section 2.2. Options. Lessee shall have the options to three (3) successive extensions of the term of this Lease for five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lessor written notice thereof no less than six (6) months prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

Section 6.1. Use. The Leased Premises may only be used as a retail food store (hereinafter defined). Notwithstanding the foregoing, if Lessee desires to change the use of the Leased Premises to a different use, permitted without variance of applicable zoning and other governmental rules and ordinances, Lessee shall give Lessor written notice of such intended use and Lessor shall have thirty (30) days after receipt of such notice in which to accept such use change or notify Lessee that the intended use conflicts with an existing exclusive use in the Shopping Center and, therefore, will be prohibited. Upon request, Lessor shall provide to Lessee notice of all such existing exclusive uses in the Shopping Center. If Lessor does not notify Lessee that the intended use is not approved within thirty (30) days, then said new intended use shall be deemed approved. Nothing in this Lease shall be deemed to require business to be conducted on the Leased Premises. As used herein "retail food store" means a store used principally for the sale at retail of food of any kind, beverages, packaged liquors (provided appropriate liquor licenses are obtained) and general merchandise, or any combination thereof, and other merchandise and services sold incidental to such principal use. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees, customers and invitees. Lessee may, subject to all local ordinances, use reasonable portions of the sidewalk abutting the Leased Premises for the display and sale of merchandise, including without limitation an ice chest, and may install and maintain a telephone booth in an appropriate place on the Common Facilities. Lessor shall (1) provide all of the Common Facilities for such use at all times, except during reasonable

1000657
1000657

1000657

Returns? R. E. O'Connell Jr

periods of time required to provide necessary maintenance or repairs, and shall not change the Common Facilities in any manner in Lessee's opinion that would in any way effect Lessee's operation of business from the Leased Premises without the prior written consent of Lessee, provided, however, that such consent shall not be required in the event such change is required by governmental rule, regulation or ordinance, (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center, (iii) post the parking spaces directly in front of the Leased Premises for maximum ten (10) minute parking if Lessee so directs, and (iv) provide and maintain adequate waste containers on the Common Facilities.

Section 6.10. Use of Shopping Center. Lessor covenants that (i) no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for the operation of a bar, tavern or an amusement or recreation establishment (including without limitation a pool hall, bowling alley, game center, theater, health center and adult book store), and (ii) no portion of the Shopping Center within 30 feet of the perimeter of the Leased Premises shall be used or occupied as a sit-down restaurant, a barber or beauty shop, real estate or other offices. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding anything herein to the contrary, one sit-down restaurant other than a "TCBY" shall be permitted in the Shopping Center provided the same is located at least 60 feet from the perimeter of the Leased Premises. A "TCBY" frozen yogurt store shall be permitted provided the same is at least 40 feet from the perimeter of the Leased Premises.

Section 6.11. Exclusive. Lessor covenants that no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for (i) the retail selling of food (other than bakery goods) or beverages of any kind for consumption off the premises except that this shall not prohibit the sale of hot, prepared ready-to-eat carry out foods such as fried chicken, hamburgers, chop suey and pizza and other prepared ready-to-eat carry out foods sold incidental thereto, or (ii) for the sale of cigarettes, tobacco, newspapers or health and beauty aids. Notwithstanding the foregoing, a retail beauty supply store shall be permitted. In no event shall any premises in the Shopping Center (excluding the Leased Premises) be used for the sale of cold sandwiches, bulk delicatessen, salads or other bulk delicatessen items. The foregoing restrictions on use and occupancy shall be effective only so long as the Leased Premises are used for such purposes, respectively, or are not being so used because of labor controversy, acts of God, fire or other casualty, national emergency, reasonable periods of time to remodel or decorate or other causes beyond the reasonable control of Lessee or other persons occupying the Leased Premises. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

CAPITOL BANK AND TRUST, not personally but as Trustee as aforesaid

WHITE HEN PANTRY, INC.

By James K. Crowley
ATC Vice President

By Allen S. Davis
Vice President

Attest Robert J. Smith
Secretary

Attest Robert J. Smith
Secretary

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein

LESSOR

LESSEE

LEGAL DESCRIPTION
 NWC of Rt. 64 & Dunham
 St. Charles, Illinois

***PARCEL 1:

THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28, OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID ROUTE N. 64; THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFOREMENTIONED EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO SAID EAST LINE OF SAID TRACT "G") OF THE ABOVE DESCRIBED PARCEL OF LAND, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO THE HEREINAFTER DESCRIBED EAST LINE OF TRACT "G" OF A PLAT OF SURVEY RECORDED AS DOCUMENT NO. 421812) OF THE HEREINAFTER DESCRIBED PARCEL OF LAND DESCRIBED AS: THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J" 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID STATE ROUTE NO. 64 THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFORESAID EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

STATE OF)
) SS.
COUNTY OF)

I, BARBARA A. Jankowski, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sharon K. Crowley personally known to me to be the ASST. President of TRUST OFFICERS CAPITAL BANK AND TRUST and ROBERT Jones personally known to me to be the ATD Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as ATD President and ATD Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of February, 1989.

My Commission expires: 5/2/92



Barbara A. Jankowski
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Allen S. Davis personally known to me to be the Vice President of White Hen Pantry Inc. and Robert Smith personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Vice President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of February, 1989.

My Commission expires:
May 17, 1989

Charlotte M. Balk
Notary Public

This instrument prepared by
Name BS Banks

MEMORANDUM OF LEASE
(Shopping Center)

THIS LEASE is made on the 8th day of February, 1989, by and between CAPITOL BANK AND TRUST, not personally but as Trustee under a Trust Agreement dated April 27, 1988 and known as Trust No. 1497, hereinafter referred to as "Lessor", and WHITE HEN PANTRY, INC., a Delaware corporation, hereinafter referred to as "Lessee".

In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements thereon or to be constructed thereon, situated in the Village of St. Charles, County of Kane and State of Illinois, designated as "WHITE HEN PANTRY" and "BOTTLE CAGE" on Exhibit A attached to that certain Lease between the parties hereto bearing even date herewith (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities. The entire tract of land shown on said Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit AA hereto attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the NWC of Dunham and North Avenue.

The term shall begin approximately October, 1989, and shall end approximately October, 2004, subject to all of the terms, conditions, provisions and covenants of said Lease of even date herewith which are incorporated herein by reference; among said terms, conditions, provisions and covenants are the following:

Section 2.2. Options. Lessee shall have the options to three (3) successive extensions of the term of this Lease for five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lessor written notice thereof no less than six (6) months prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

Section 6.1. Use. The Leased Premises may only be used as a retail food store (hereinafter defined). Notwithstanding the foregoing, if Lessee desires to change the use of the Leased Premises to a different use, permitted without variance of applicable zoning and other governmental rules and ordinances, Lessee shall give Lessor written notice of such intended use and Lessor shall have thirty (30) days after receipt of such notice in which to accept such use change or notify Lessee that the intended use conflicts with an existing exclusive use in the Shopping Center and, therefore, will be prohibited. Upon request, Lessor shall provide to Lessee notice of all such existing exclusive uses in the Shopping Center. If Lessor does not notify Lessee that the intended use is not approved within thirty (30) days, then said new intended use shall be deemed approved. Nothing in this Lease shall be deemed to require business to be conducted on the Leased Premises. As used herein "retail food store" means a store used principally for the sale at retail of food of any kind, beverages, packaged liquors (provided appropriate liquor licenses are obtained) and general merchandise, or any combination thereof, and other merchandise and services sold incidental to such principal use. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees, customers and invitees. Lessee may, subject to all local ordinances, use reasonable portions of the sidewalk abutting the Leased Premises for the display and sale of merchandise, including without limitation an ice chest, and may install and maintain a telephone booth in an appropriate place on the Common Facilities. Lessor shall (1) provide all of the Common Facilities for such use at all times, except during reasonable

periods of time required to provide necessary maintenance or repairs, and shall not change the Common Facilities in any manner in Lessee's opinion that would in any way effect Lessee's operation of business from the Leased Premises without the prior written consent of Lessee, provided, however, that such consent shall not be required in the event such change is required by governmental rule, regulation or ordinance, (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center, (iii) post the parking spaces directly in front of the Leased Premises for maximum ten (10) minute parking if Lessee so directs, and (iv) provide and maintain adequate waste containers on the Common Facilities.

Section 6.10. Use of Shopping Center. Lessor covenants that (i) no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for the operation of a bar, tavern or an amusement or recreation establishment (including without limitation a pool hall, bowling alley, game center, theater, health center and adult book store), and (ii) no portion of the Shopping Center within 30 feet of the perimeter of the Leased Premises shall be used or occupied as a sit-down restaurant, a barber or beauty shop, real estate or other offices. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding anything herein to the contrary, one sit-down restaurant other than a "TCBY" shall be permitted in the Shopping Center provided the same is located at least 60 feet from the perimeter of the Leased Premises. A "TCBY" frozen yogurt store shall be permitted provided the same is at least 40 feet from the perimeter of the Leased Premises.

Section 6.11. Exclusive. Lessor covenants that no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for (i) the retail selling of food (other than bakery goods) or beverages of any kind for consumption off the premises except that this shall not prohibit the sale of hot, prepared ready-to-eat carry out foods such as fried chicken, hamburgers, chop suey and pizza and other prepared ready-to-eat carry out foods sold incidental thereto, or (ii) for the sale of cigarettes, tobacco, newspapers or health and beauty aids. Notwithstanding the foregoing, a retail beauty supply store shall be permitted. In no event shall any premises in the Shopping Center (excluding the Leased Premises) be used for the sale of cold sandwiches, bulk delicatessen, salads or other bulk delicatessen items. The foregoing restrictions on use and occupancy shall be effective only so long as the Leased Premises are used for such purposes, respectively, or are not being so used because of labor controversy, acts of God, fire or other casualty, national emergency, reasonable periods of time to remodel or decorate or other causes beyond the reasonable control of Lessee or other persons occupying the Leased Premises. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

CAPITOL BANK AND TRUST, not personally but as Trustee as aforesaid

WHITE HEN PANTRY, INC.

By Sharon K. Crowley Vice President

By Allen S. Davis Vice President

Attest Robert J. Jones Secretary

Attest Robert Jones Secretary

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein

LESSOR LESSEE

LEGAL DESCRIPTION
 NWC of Rt. 64 & Dunham
 St. Charles, Illinois

***PARCEL 1:

THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28, OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID ROUTE N. 64; THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFOREMENTIONED EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO SAID EAST LINE OF SAID TRACT "G") OF THE ABOVE DESCRIBED PARCEL OF LAND, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

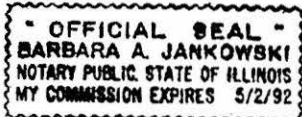
THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO THE HEREINAFTER DESCRIBED EAST LINE OF TRACT "G" OF A PLAT OF SURVEY RECORDED AS DOCUMENT NO. 421812) OF THE HEREINAFTER DESCRIBED PARCEL OF LAND DESCRIBED AS: THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J" 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID STATE ROUTE NO. 64 THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFORESAID EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

STATE OF)
) SS.
COUNTY OF)

I, BARBARA A. Jankowski, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sharon K. Crowley personally known to me to be the ASST. President of TRUST OFFICER CAPITAL BANK AND TRUST and ROBERT D. JONES personally known to me to be the ASST. TRUST OFFICER Secretary of said corporation, whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said Instrument of writing as ATL President and ATD Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of February, 1989.

My Commission expires: 5/2/92



Barbara A. Jankowski
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF 'DUPAGE)

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Allen S. Davis personally known to me to be the Vice President of White Hen Pantry, Inc. and Robert Smith personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said Instrument of writing as Vice President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of February, 1989.

My Commission expires:
May 17, 1989

Charlotte M. Balk
Notary Public

L E A S E
(Shopping Center)

THIS LEASE is made on the 8th day of February, 1989, by and between CAPITOL BANK AND TRUST, not personally but as Trustee under a Trust Agreement dated April 27, 1988 and known as Trust No. 1497, hereinafter referred to as "Lessor", and WHITE HEN PANTRY INC., a Delaware corporation, hereinafter referred to as "Lessee".

ARTICLE 1. PREMISES

Section 1.1. Leased Premises and Shopping Center. In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements to be constructed thereon as hereinafter provided, situated in the Village of St. Charles, County of Kane and State of Illinois, designated as "WHITE HEN PANTRY" and "BOTTLE CAGE" on Exhibit A hereto attached (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities. The entire tract of land shown on Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit AA hereto attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the NWC of Dunham & North Avenue.

ARTICLE 2. TERM

Section 2.1. Original Term. The term shall begin on the earlier of (i) the day Lessee opens for business with the public in the Leased Premises, or (ii) the one hundred twentieth (120th) day following the acceptance by Lessee of Lessor's Leased Premises Improvements (excluding Lessee's Work) and shall end on the last day of the fifteenth (15th) lease year. Within thirty (30) days after the beginning of the term, Lessee shall certify the beginning and ending dates of the term in a letter to Lessor.

Section 2.2. Options. Lessee shall have the options to three (3) successive extensions of the term of this Lease for five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lessor written notice thereof no less than six (6) months prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

Section 2.3. Lease Year. The term "lease year" shall mean a period of thirteen (13) consecutive accounting periods. The first lease year shall begin on the date of the beginning of the term if such date occurs on the first day of an accounting period; if not, then on the first day of the first accounting period succeeding the beginning of the term. Subsequent lease years shall run consecutively, each beginning on the first day of the accounting period succeeding the completion of the previous lease year.

Section 2.4. Accounting Period. Lessee's fiscal year consists of the 52 (or 53) calendar weeks beginning on the Sunday immediately following the Saturday nearest to January 31 and ending on the Saturday nearest to the following January 31 (53-week fiscal years are 1989-1990, 1995-1996, 2000-2001, 2006-2007, 2012-2013, 2017-2018). Each fiscal year is subdivided for accounting purposes into thirteen (13) accounting periods of four (4) weeks each, except that the thirteenth (13th) or last accounting period in a 53-week fiscal year contains five (5) weeks. The term "accounting period" used in this Lease means said four-(or five-) week accounting period.

ARTICLE 3. RENT

Section 3.1. Rent Payee. Rent checks shall be made payable to Lessor until Lessee is otherwise notified in writing by Lessor at least ten (10) days prior to the rent payment date on which the change in payee is to be effective, and rent checks shall be mailed to c/o Harold J. Carlson, P.O. Box 929, Rosemont, IL 60018 until Lessee is otherwise notified in writing within such time by Lessor or the then payee. In the event that the Lessor's interest in this Lease shall pass or devolve upon another, or in the event that one other than the Lessor or the designated rent payee shall become entitled to collect the rent, then in any such event notice of the fact shall be given to the Lessee by the Lessor; or, if the Lessor is an individual and shall have died or become incapacitated, by the Lessor's executors, administrators or legal representatives, together with due proof of the status of such executors, administrators or legal representatives, and until such notice and proof the Lessee may continue to pay rent to the one to whom the last preceding installment of rent was paid and each such payment shall to the extent thereof fully exonerate Lessee. Notwithstanding the foregoing, (i) Lessee may, but in the absence of notice and proof given as above provided shall be under no obligation to, pay rent to such one other than the Lessor, or the designated rent payee, who may become legally entitled to receive such rent; and (ii) Lessee shall be fully protected in acting upon any notice purporting to be signed by or on behalf of the one who should give such notice and believed by Lessee in good faith to be genuine.

Section 3.2. Rent. Lessee shall pay as rent the sum of \$25,210.00 per lease year during the first lease year hereof; the sum of \$27,731.00 per lease year during the second lease year hereof; the sum of \$30,252.00 per lease year during the third lease year hereof; the sum of \$32,773.00 per lease year during the fourth lease year hereof; the sum of \$35,294.00 per lease year during lease years five through ten hereof; the sum of \$39,706.00 per lease year during lease years eleven through fifteen hereof; the sum of \$44,748.00 per lease year during lease years sixteen through twenty hereof, if any; the sum of \$50,420.00 per lease year during lease years twenty-one through twenty-five hereof, if any; and the sum of \$56,811.00 per lease year during lease years twenty-six through thirty hereof, if any; which shall be paid in equal installments of one-thirteenth (1/13th) of said sum on or before the first day of each accounting period of the term. Rent shall be reduced pro rata for any part of a lease year less than a full lease year and Lessee shall pay rent pro rata for that part, if any, of the term preceding the first lease year.

Section 3.3. Late Charge. It is understood that rent is due and payable on or before the first day of each accounting period (in accordance with Section 3.2 hereof). In the event any rental is not paid on the date it is due,

Lessor shall notify Lessee in writing of such failure. If such rental is not received by Lessor within ten (10) days after Lessee has received Lessor's notice, it is agreed that the amount due shall bear interest at the maximum contractual rate which could legally be charged by law, but in no event shall such charge exceed 1-1/2% per month. Such interest shall accrue continuously on a daily basis on any unpaid balance due to Lessor by Lessee during the period commencing with the aforesaid due date and terminating with the date on which Lessee makes full payment to Lessor.

ARTICLE 4. IMPROVEMENTS

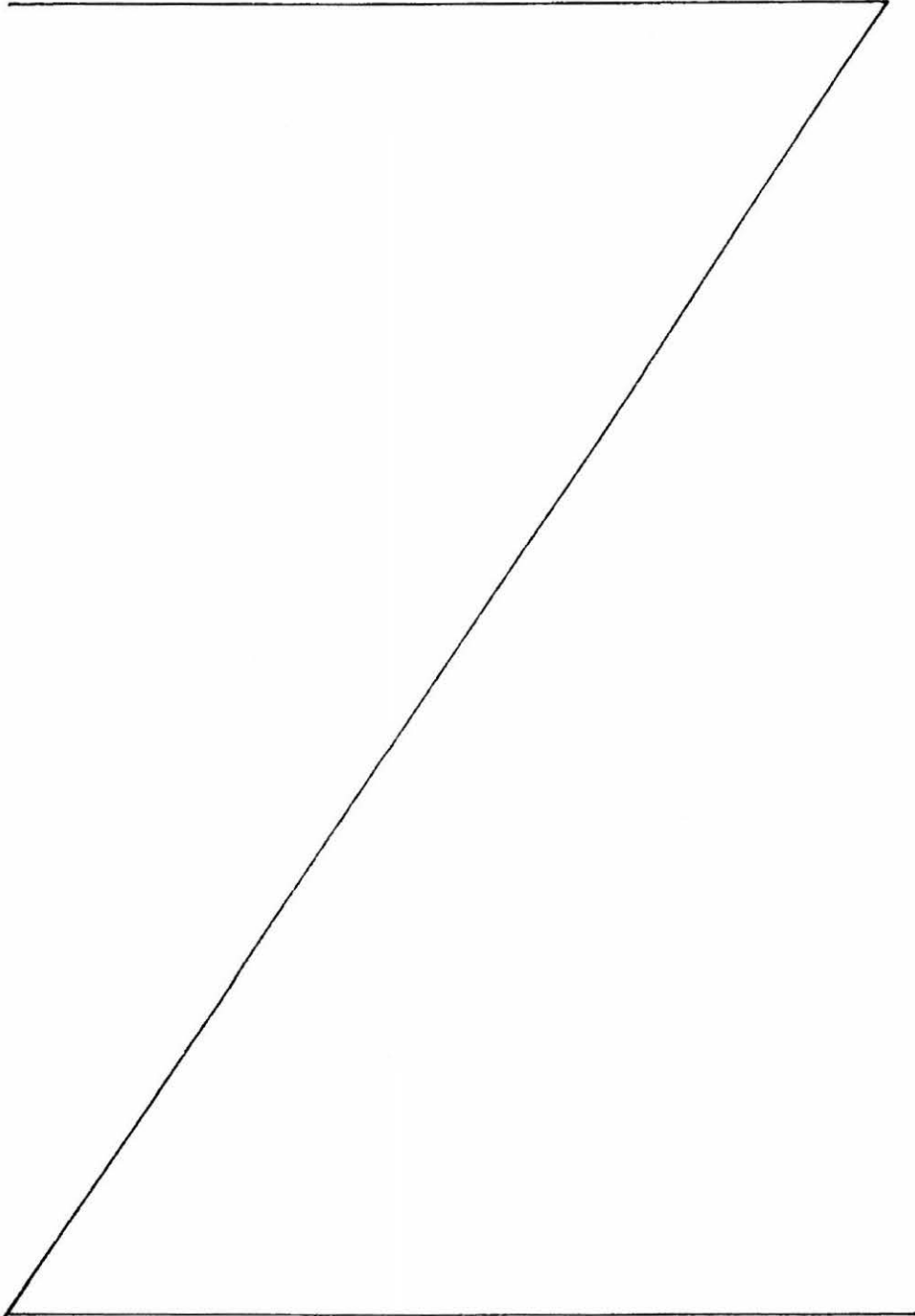
Section 4.1. Leased Premises Improvements. Lessor shall at its expense improve the Leased Premises by constructing thereon a masonry building consisting of approximately 2,521 square feet and a bottle cage having dimensions of 7 feet by 15 feet to be located in the area indicated on Exhibit A attached hereto ("Lessor's Leased Premises Improvements"). The area of the bottle cage shall not be used in computing any rents or additional rents chargeable to Lessee. Lessor's Leased Premises Improvements shall be constructed in accordance with detailed plans and specifications prepared by Lessor's architect and approved by Lessee; said detailed plans and specifications shall incorporate the specifications attached hereto as Exhibit B outlining Lessor's Work and Exhibit C outlining Lessee's Work, and the architectural, fixture, mechanical, plumbing and electrical plans to be prepared and furnished by Lessee. Upon approval by Lessee, said detailed plans and specifications shall become a part of this Lease. Lessee shall not withhold its approval of said detailed plans and specifications which conform to said Exhibit B, Exhibit C and the plans furnished by Lessee. Lessor agrees to remit to Lessee the sum of \$ 31,387.00 to be applied to the cost of Lessee's Work. Said sum shall be paid Lessee in the form of a credit toward rent due hereunder. Said sum is the agreed final liquidated amount due Lessee for certain items of Lessee's Work which otherwise would be included in Lessor's Leased Premises Improvements and upon payment of such sum Lessee shall be responsible for completion of all of Lessee's Work at Lessee's sole cost and expense.

subject to local ordinances and approvals

Section 4.2. Shopping Center Improvements. Lessor covenants that it will improve the Shopping Center and the adjoining parkway, if any, (the "Shopping Center Improvements") by (i) constructing the sidewalks, driveways, landscaping, parking and service areas and mall, if any, substantially as shown on Exhibit A, and to the extent applicable in accordance with Exhibit B; and (ii) striping the parking areas substantially as shown on Exhibit A (if the striping is not shown on said Exhibit A, then as designated by Lessor by mutual agreement with Lessee) and otherwise providing appropriate signs, directional arrows and other means to direct traffic through the parking areas. Lessor further covenants that all buildings in the Shopping Center shall be located wholly within the areas designated therefor on Exhibit A and that no building in the Shopping Center shall be taller than one story nor contain a basement unless Lessee is notified as such and the square footage of said basement is included in all calculations of Lessee's proportionate share (as hereinafter defined). The sidewalks, driveways, landscaping, parking areas, service areas, including loading and unloading facilities, Shopping Center signs and mall, if any, adjoining parkway, if any, and other facilities of the Shopping Center designed for use by all occupants of the Shopping Center are herein together referred to as the "Common Facilities".

Section 4.3. Timing. Lessor shall begin construction of Lessor's Leased Premises Improvements on or before May 1, 1989. If said construction has not begun by said date, Lessee may cancel this Lease by notice in writing to Lessor given at any time thereafter prior to the beginning of said construction; said notice shall cancel this Lease effective on the twentieth (20th) day following said notice unless Lessor begins said construction prior to said twentieth (20th) day, in which case said notice shall not effect a cancellation of this Lease. The phrase "begin construction" means the incorporating into said building of a substantial quantity of materials and/or labor. Lessor shall proceed diligently with the construction of Lessor's Leased Premises Improvements and the Shopping Center Improvements, so as to complete construction of Lessor's Leased Premises Improvements and the Shopping Center Improvements and deliver actual possession of the Leased Premises to Lessee on or before October 1, 1989. Lessee agrees to accept possession of the Leased Premises upon substantial completion of construction of Lessor's Leased Premises Improvements and the Shopping Center Improvements including but not limited to the parking lot and driveway but excluding spaces for other tenants. For purposes of this Section, the Lessor's construction of Improvements shall be deemed to be substantially complete when there remains to be performed by Lessor no further items of work the lack of completion of which would, in any material respect, interfere with or hinder Lessee's operation or use of the Leased Premises. Lessee's acceptance of the premises upon substantial completion of Lessor's Work shall not excuse Lessor from diligently pursuing the final completion of all work herein required to be performed by Lessor. Upon completion of Lessor's Work and the satisfaction of the requirements of Section 10.4 hereof, Lessee shall commence performance of Lessee's Work specified on Exhibit C. If said construction has not been completed and actual possession of the Leased Premises tendered to Lessee by said date, Lessee may cancel this Lease by notice in writing to Lessor given at any time thereafter prior to completion of all of said construction and tender of actual possession; said notice shall cancel this Lease effective on the sixtieth (60th) day following said notice unless Lessor completes said construction and tenders actual possession prior to said sixtieth (60th) day, in which case said notice shall not effect a cancellation of this Lease. The dates for beginning and completing construction of said Improvements shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations, labor or material shortage beyond the reasonable control of Lessor or other cause beyond the reasonable control of Lessor, provided Lessor has from time to time in writing kept Lessee fully advised of such delays and the cause thereof. Notwithstanding any delays, whether within or beyond the control of Lessor, if said Improvements have not been completely constructed and actual possession of the Leased Premises tendered to Lessee on or before the date two (2) years from the date hereof, Lessee may cancel this Lease by notice in writing to Lessor given at any time thereafter prior to such completion and tender. In no event shall construction be deemed completed unless Lessor shall have furnished Lessee with any certificate of occupancy and other permits necessary for Lessee's use and occupancy of the Leased Premises except Lessee's business licenses, liquor licenses, if any, and other business operation permits. In the event a certificate of occupancy cannot be obtained until the completion of Lessee's Work, Lessor shall not be obligated to obtain such certificate of occupancy but agrees to cooperate with Lessee's efforts in obtaining the certificate of occupancy.

Section 4.4. Fixturing. Prior to completion of construction and tender of actual possession of the Leased Premises to Lessee, Lessee may at its own risk enter upon the Leased Premises at such times as it deems appropriate to make improvements thereon, install fixtures and other equipment, erect signs and stock merchandise and supplies, all without unreasonably interfering with Lessor's construction, and such acts by Lessee shall not be construed as acceptance of the Leased Premises by Lessee.



Section 4.5. Early Opening. At any time after the construction of the Leased Premises Improvements and the Shopping Center Improvements is completed to the extent that in the reasonable judgment of Lessee, and subject to applicable municipal, county, state and federal rules, regulations and ordinances, Lessee can open for business with the public in the Leased Premises and prior to the completion of said construction the Lessee may at its election open for business and the term shall begin as provided in Section 2.1 herein. If Lessee opens or intends to open for business pursuant to this Section it shall prior to such opening meet with Lessor or the Lessor's agent at the Leased Premises for purposes of jointly inspecting the same and Lessee shall thereupon notify Lessor in writing of all unfinished items of construction. If Lessor fails to complete any item of construction contained in Lessee's notice to Lessor within sixty (60) days from the date of Lessee's notice, then Lessee may do so and Lessor shall within ten (10) days after written demand pay to Lessee the reasonable amount incurred in doing so. If Lessor fails to pay within said ten (10) days, Lessee may deduct said amount together with interest thereon at the rate of eight percent (8%) per annum from the rents due hereunder. Neither the opening for business nor the giving of said notice by Lessee shall be deemed a waiver of the obligation of Lessor to complete said construction.

ARTICLE 5. MAINTENANCE, REPAIRS AND UTILITIES

Section 5.1. Lessee's Obligations. With respect to the Leased Premises Improvements, Lessee agrees to:

- (a) Make all repairs necessitated by the negligence of Lessee, its agents and employees;
- (b) Provide all maintenance of the heating, air-conditioning and air-cooling equipment and make all replacements incidental thereto;
- (c) Pay for all water, fuel, gas and electricity used by it, but only if Lessor provides separate meters for measuring Lessee's use; if Lessor does not provide separate meters, Lessor shall pay for all such utilities;
- (d) Replace all plate glass broken or damaged unless caused by faulty construction or the settling of the building; and
- (e) Make all other necessary repairs not required to be made by Lessor;

except that Lessee shall not be obliged to make any repairs, replacements or restorations made necessary by reason of fire or other casualty, however caused.

Section 5.2. Lessor's Obligations. With respect to the Leased Premises Improvements, Lessor agrees to:

- (a) Make all necessary repairs to the exterior and structural portions of said Improvements, including but not limited to roofs, walls, canopies, and exterior doors, but excluding Lessee's signs; and to repaint all exterior painted portions of said Improvements when necessary but in no event less than once every five (5) years;

- (b) Provide adequate connections with the local water supply, sewerage systems, gas, electrical and other utilities; maintain all said systems and lines to the point where they enter the building on the Leased Premises; and provide separate meters for measuring Lessee's use;
- (c) Make all alterations, repairs and replacements, interior and exterior, when necessary as a result of faulty construction of Lessor's Work or Lessor's failure to promptly discharge its obligations under subsections (a) or (b).

Section 5.3. Warranties. Lessor shall assign or cause its beneficiaries to assign to Lessee any claim against any contractor, supplier or other person for breach of contract or warranty arising out of the construction of the Improvements insofar as Lessee is herein obligated to maintain, repair or replace and shall permit Lessee in its discretion and at its expense to take legal action against such person or persons. Such assignment shall not be required if the same will in Lessor's judgment effectuate a whole or partial limitation, release or termination of any warranty, in which case Lessor shall act to enforce any such warranty on Lessee's behalf upon Lessee's request. Lessor shall cooperate fully with Lessee in asserting any such claim, and if any damages or other payments are received by Lessor as a result of such claim, Lessor shall pay the same over to Lessee.

Section 5.4. Common Facilities. Lessor shall maintain the Common Facilities in good order, appearance and repair (including but not limited to all necessary patching, resurfacing and restriping of the parking areas), provide adequate lighting thereof, and promptly remove all snow, dirt and debris therefrom. Notwithstanding anything herein to the contrary, the lighting for the canopy of the Leased Premises and one parking area pole light shall be wired directly to Lessee's meter.

Section 5.5. Fees. Lessor shall pay all permit and inspection fees relating to Lessor's Work in the Leased Premises or the Shopping Center (including without limitation driveway fees) imposed by governmental authorities, except fees relating to Lessee's business and signs.

Section 5.6. Performance. All maintenance, alterations, repairs and replacements required to be made by either party hereto shall be begun and completed within a reasonable time. If Lessor or Lessee, as the case may be, fails to make any required alteration, repair, maintenance or restoration or to pay any utility bill or other fee or charge required to be paid by Lessor or Lessee, as the case may be, hereunder within a reasonable time after notice, then the other party hereto may do so (except that in case of emergency prior notice need not be given), and the party required to so perform shall within ten (10) days after written notice demand pay to the other party hereto who performed such work the amount incurred in doing so. If Lessor fails to pay, Lessee may deduct said amount together with interest thereon at the rate of eight percent (8%) per annum from the rents due hereunder. If Lessee fails to pay and Lessor has paid any such item, Lessor may recover in addition to such amounts paid by Lessor, interest thereon pursuant to Section 3.3 (Late Charges) hereinabove.

ARTICLE 6. USE, ALTERATIONS AND FIXTURES

Section 6.1. Use. The Leased Premises may only be used as a retail food store (hereinafter defined). Notwithstanding the foregoing, if Lessee desires to change the use of the Leased Premises to a different use, permitted without

variance of applicable zoning and other governmental rules and ordinances, Lessee shall give Lessor written notice of such intended use and Lessor shall have thirty (30) days after receipt of such notice in which to accept such use change or notify Lessee that the intended use conflicts with an existing exclusive use in the Shopping Center and, therefore, will be prohibited. Upon request, Lessor shall provide to Lessee notice of all such existing exclusive uses in the Shopping Center. If Lessor does not notify Lessee that the intended use is not approved within thirty (30) days, then said new intended use shall be deemed approved. Nothing in this Lease shall be deemed to require business to be conducted on the Leased Premises. As used herein "retail food store" means a store used principally for the sale at retail of food of any kind, beverages, packaged liquors (provided appropriate liquor licenses are obtained) and general merchandise, or any combination thereof, and other merchandise and services sold incidental to such principal use. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees, customers and invitees. Lessee may, subject to all local ordinances, use reasonable portions of the sidewalk abutting the Leased Premises for the display and sale of merchandise, including without limitation an ice chest, and may install and maintain a telephone booth in an appropriate place on the Common Facilities. Lessor shall (i) provide all of the Common Facilities for such use at all times, except during reasonable periods of time required to provide necessary maintenance or repairs, and shall not change the Common Facilities in any manner in Lessee's opinion that would in any way effect Lessee's operation of business from the Leased Premises without the prior written consent of Lessee, provided, however, that such consent shall not be required in the event such change is required by governmental rule, regulation or ordinance, (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center, (iii) post the parking spaces directly in front of the Leased Premises for maximum ten (10) minute parking if Lessee so directs, and (iv) provide and maintain adequate waste containers on the Common Facilities.

Section 6.2. Zoning. Lessor warrants that there is no zoning law, ordinance or regulation prohibiting the use of the Leased Premises for a retail business including the sale of groceries, meats and general merchandise, nor prohibiting the use of the Common Facilities for accessory automobile parking and service facilities as herein permitted or required. If any such existing or future zoning law, ordinance or regulation is enforced so as to prohibit such use of the Leased Premises or Common Facilities, Lessee may cancel this Lease by giving Lessor not less than ten (10) days' written notice. The foregoing notwithstanding, Lessor makes no representation or warranty as to the availability or issuance of a liquor license by the Village of St. Charles for the Leased Premises. Procurement of any such liquor license shall be the sole responsibility and expense of Lessee and shall not be a condition to the validity of this Lease.

Section 6.3. Deliveries. If at any time the reasonable access by delivery vehicles to or from the front doors of the building on the Leased Premises and the adjacent streets and alleys is prevented or materially impeded for any reason beyond Lessee's reasonable control and as a result thereof Lessee discontinues or is prevented from conducting a retail business in the Leased Premises, then all rents and other charges to be paid by Lessee hereunder shall abate until such access is again permitted; and if said condition continues for a period of thirty (30) days, Lessee may cancel this Lease by notice in writing to Lessor at any time thereafter while said condition continues.

Section 6.4. Private Restrictions. Lessor covenants that Lessee will not be prevented from or restricted in the retail selling of any merchandise or rendering of any services customarily sold or provided at retail food stores of substantially similar type and quality on the Leased Premises nor in exercising the rights herein granted with respect to the Common Facilities because of any restriction, covenant or agreement entered into by any person having or having had an interest in the Leased Premises or the Shopping Center. If Lessee is prevented from or restricted in so using the Leased Premises or in exercising said rights because of any court order or other judicial determination arising out of any such restriction, covenant or agreement, the rents and other charges to be paid by Lessee hereunder shall abate during the period Lessee is so prevented from or restricted in using the Leased Premises or exercising said rights; and if said period shall continue for thirty (30) days or more, Lessee may cancel this Lease by notice in writing to Lessor at any time thereafter during said period. From and after the execution and delivery hereof, Lessor shall defend, indemnify and save harmless Lessee against all actions, claims, costs (including attorneys' fees) and loss arising out of the existence of any such restriction, covenant or agreement or allegation thereof.

Section 6.5. Lessor's Alterations. Lessor shall at its expense from time to time make any alterations, improvements or additions to the Leased Premises that may be required on account of any existing or future laws, ordinances or regulations of lawful authority except alterations, improvements or additions to the Leased Premises as may be required solely by reason of the nature of Lessee's business. If because of any such law, ordinance or regulation or the work to be done by Lessor in connection therewith, Lessee is deprived of the use of the Leased Premises, the rents and other charges to be paid by Lessee hereunder shall abate during the period of such deprivation.

Section 6.6. Lessee's Alterations. Lessee may at its expense from time to time make any non-structural alterations, changes or improvements in, on and to the Leased Premises which it may deem necessary or desirable. Lessee may at its own cost and expense make structural changes to the Leased Premises with the approval of Lessor which approval shall not be unreasonably withheld or delayed, provided that the changing or addition of interior doors or entrances, interior walls, plumbing, electrical, and other lines (including venting) shall not be deemed structural changes. Lessee shall not be required to, but may, remove any such alterations, changes or improvements at any time before or within ten (10) days following the termination of this Lease by lapse of time or otherwise, provided Lessee shall repair any damage caused by such removal.

Section 6.7. Liens. Lessee shall keep the Leased Premises free from any mechanics' or materialmen's liens for any labor or material furnished Lessee in connection with the Leased Premises, except that Lessee shall have the right to contest the validity or amount of any such lien. If reasonably necessary, Lessee shall bond over or otherwise provide reasonable security against any lien it is contesting.

Section 6.8. Fixtures. Any fixtures, equipment, signs or other property, however attached to or incorporated in the Leased Premises or the Shopping Center, belonging to the Lessee or its subtenants or licensees are to be and remain their property, and they shall have the right to remove them at any time before or within ten (10) days following the termination of this Lease by lapse of time or otherwise, provided Lessee shall repair any damage caused by such removal. If same are not so timely removed, Lessor may remove and dispose of such fixtures, equipment, signs or other property however Lessor sees fit.

Section 6.9. Signs. Subject to all applicable governmental rules and ordinances, Lessee shall have the exclusive right to place signs and advertisements on the exterior and interior of the Leased Premises including the walls and canopy if the Leased Premises form part of a building, provided that during the last six (6) months of the term Lessor may place a "For Rent" or "For Sale" sign not in excess of 2' x 3' in size on any portion of the exterior of the Leased Premises other than on the plate glass or in any place obstructing Lessee's signs. Lessee may display banners provided the same are mechanically fastened to the parapet. All signs, banners and advertisements placed or posted by Lessee shall be of good taste and character compatible with the general aesthetics of the Shopping Center (i.e, first class suburban retail shopping center). Lessor shall erect and maintain a pylon or tower sign in a place in the Common Facilities shown on Exhibit A and Lessee shall have the right to place its sign in the most prominent space on said pylon.

Section 6.10. Use of Shopping Center. Lessor covenants that (i) no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for the operation of a bar, tavern or an amusement or recreation establishment (including without limitation a pool hall, bowling alley, game center, theater, health center and adult book store), and (ii) no portion of the Shopping Center within 30 feet of the perimeter of the Leased Premises shall be used or occupied as a sit-down restaurant, a barber or beauty shop, real estate or other offices. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding anything herein to the contrary, one sit-down restaurant other than a "TCBY" shall be permitted in the Shopping Center provided the same is located at least 60 feet from the perimeter of the Leased Premises. A "TCBY" frozen yogurt store shall be permitted provided the same is at least 40 feet from the perimeter of the Leased Premises.

Section 6.11. Exclusive. Lessor covenants that no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for (i) the retail selling of food (other than bakery goods) or beverages

of any kind for consumption off the premises except that this shall not prohibit the sale of hot, prepared ready-to-eat carry out foods such as fried chicken, hamburgers, chop suey and pizza and other prepared ready-to-eat carry out foods sold incidental thereto, or (ii) for the sale of cigarettes, tobacco, newspapers or health and beauty aids. Notwithstanding the foregoing, a retail beauty supply store shall be permitted. In no event shall any premises in the Shopping Center (excluding the Leased Premises) be used for the sale of cold sandwiches, bulk delicatessen, salads or other bulk delicatessen items. The foregoing restrictions on use and occupancy shall be effective only so long as the Leased Premises are used for such purposes, respectively, or are not being so used because of labor controversy, acts of God, fire or other casualty, national emergency, reasonable periods of time to remodel or decorate or other causes beyond the reasonable control of Lessee or other persons occupying the Leased Premises. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

Section 6.12. Rent Abatement. If any of the covenants contained in Sections 6.10 and 6.11 herein are breached, Lessee shall notify Lessor in writing of such breach and if the same is not cured within thirty (30) days or if Lessor is not proceeding diligently to cure such breach if such breach by its nature is not cureable within said thirty (30) days, then in addition to all remedies the Lessee may have, twenty percent (20%) of the rent provided for in Section 3.2 herein shall abate from the date Lessee gives Lessor written notice of such breach and its election to so abate said rent until the date such breach is cured and Lessor has given Lessee written notice of such cure, provided that if such breach of Section 6.11 is of a kind other than the opening of a retail food store in the Shopping Center said abatement shall be five percent (5%) of said rent.

ARTICLE 7. RESTORATION

Section 7.1. Hazard Insurance. Lessor shall carry replacement cost insurance covering the building on the Leased Premises (when used herein, "building on the Leased Premises" shall also include the bottle cage, if any), insuring it against loss or damage resulting from fire and other insurable casualties.

Section 7.2. Mutual Release. Lessor hereby releases and discharges Lessee, its subtenants, licensees and their agents and employees of and from all liability to Lessor and to anyone claiming by, through or under Lessor by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other casualty, however caused. Lessee hereby releases and discharges Lessor and any other persons, firms and corporations having an interest in the Leased Premises, their agents and employees of and from all liability to Lessee and to anyone claiming by, through or under Lessee by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other casualty, however caused.

Section 7.3. Restoration. If the building on the Leased Premises is damaged or destroyed by fire or other casualty, Lessor shall at its expense repair and restore said building so as to be substantially the same as prior to such damage or destruction. Lessor shall not be required

to restore Lessee's fixtures or inventory. Lessor shall begin such repairs or restoration within six (6) months from the date of such fire or other casualty and shall complete said repairs or restoration within twelve (12) months from said date. The dates by which Lessor is to begin and complete said repairs or restoration shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations or other cause beyond the reasonable control of Lessor, provided Lessor has from time to time in writing kept Lessee fully advised of such delays and the cause thereof. If any other building(s) in the Shopping Center is (are) damaged or destroyed by fire or other casualty, Lessor shall promptly either repair and restore or raze said building(s).

Section 7.4. Last Two Years. If the building on the Leased Premises is damaged or destroyed by fire or other casualty during the last two (2) lease years of the term prior to the last date by which Lessee may exercise an option to extend the then current term and the cost of repairing or restoring said building as required by Section 7.3 herein will exceed twice the rent per lease year, then Lessor shall have the option of requiring Lessee to decide whether to extend the then current term by exercising said option to extend the term for five (5) lease years or whether this Lease shall be terminated. Such option may be exercised by Lessor's giving Lessee written notice thereof within thirty (30) days after such fire or casualty. Within thirty (30) days after Lessee receives said notice requesting Lessee to decide whether to so extend the lease term, Lessee shall notify Lessor in writing whether it exercises said option and in the absence of such notice exercising said option this Lease shall terminate. Any notice by Lessee exercising said option following such notice from the Lessor shall be effective notwithstanding the fact that the last day by which Lessee otherwise had to exercise said option occurs subsequent to the date of such fire or other casualty. If such fire or other casualty occurs during the last two (2) years of the last option period or after the last date by which Lessee may exercise said option and Lessee has not exercised said option, then Lessor may terminate this Lease by notice in writing to Lessee given within thirty (30) days after such fire or other casualty.

Section 7.5. Rent Abatement. If such damage or destruction to the building on the Leased Premises results in the suspension of business in the Leased Premises, all rents and other charges payable by Lessee hereunder shall abate from the date of such suspension of business until the earlier of (i) the date such business is resumed, or (ii) the date sixty (60) days following the completion of said repairs or restoration; and if such damage or destruction or the work of repairing or restoring said improvements results in only a partial suspension of business, the abatement shall be apportioned accordingly.

Section 7.6. Failure to Restore. If Lessor fails to begin or complete the repairs or restoration of the building on the Leased Premises within the times and in the manner provided for in this Article 7, then Lessee may, in addition to any other remedies it may have, (i) terminate this Lease by notice in writing to Lessor at any time prior to said beginning or completion, as the case may be, or (ii) Lessee may perform said repairs or restoration or so much of them as it deems necessary or desirable, and upon demand Lessor shall pay to Lessee a sum equal to the costs incurred by Lessee in connection therewith (excluding, however, the cost of trade fixtures, equipment, inventory) provided Lessor has had an opportunity to review Lessee's

plans prior to Lessee commencing such restoration work. If Lessor fails to pay said costs to Lessee, Lessee may recoup said costs, together with interest at the rate of eight percent (8%) per annum from the tenth (10th) day following said demand on the balance remaining from time to time unpaid by deducting said costs from all rents and other charges due thereafter.

ARTICLE 8. EMINENT DOMAIN

Section 8.1. Total. If the entire Leased Premises is taken under the power of eminent domain, this Lease shall terminate on the date Lessee is deprived of possession pursuant to such taking.

Section 8.2. Partial. If under the power of eminent domain, any part of the building on the Leased Premises, or any part of the service areas accessory to said building, or any part of the parking area outlined in red, if any, on Exhibit A, is taken but such taking does not in Lessee's reasonable opinion materially effect Lessee's operation of business from the Leased Premises, then, in any such event, rent shall abate consistent with Section 8.4 hereof. If such taking, even though partial, is such that Lessee's business is materially adversely affected, Lessee may terminate this Lease by providing to Lessor written notice within sixty (60) days of such taking.

Section 8.3. Restoration. If a portion of the Leased Premises or Common Facilities is so taken and this Lease is not terminated therefor, the remainder of the Leased Premises or Common Facilities shall be restored by Lessor as soon as possible.

Section 8.4. Rent Abatement. In the event of any such partial taking, all rents and other charges payable by Lessee hereunder shall be reduced from and after the date Lessee is deprived of possession of such portion of the Leased Premises in proportion to the floor area of the Leased Premises (not including parking area) so taken. In addition, if any such taking results in the suspension of business in the Leased Premises, all rents and other charges payable by Lessee hereunder shall abate from the date of such suspension of business until the earlier of (i) the date such business is resumed, or (ii) the date sixty (60) days following the completion of said restoration by Lessor.

Section 8.5. Settlement. For the purpose of this Article 8, a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

ARTICLE 9. INDEMNITIES AND INSURANCE

Section 9.1. Lessee's Indemnity. Lessee shall defend, indemnify and save harmless the Lessor, its agents and employees, against any liability or claim thereof whether for injury to persons, including death, or damage to property (i) occurring on or arising out of the use of the Leased Premises during the term hereof except if caused by any act or omission to act by Lessor, its licensees or contractors, their agents or employees, (ii) arising out of any default by Lessee hereunder, or (iii) arising out of any act or omission to act by Lessee, its agents or employees on the Common Facilities at any time or on the Leased Premises prior to the beginning of the term; all subject to the provision of Section 7.2 hereof.

Section 9.2. Lessor's Indemnity. Lessor shall defend, indemnify and save harmless the Lessee, its subtenants, licensees and concessionaires, their agents and employees, against liability or claim thereof whether for injury to persons, including death, or damage to property (i) occurring on the Leased Premises prior to the beginning of the term hereof except if caused by any act or omission to act by Lessee, its subtenants, licensees, concessionaires or contractors, their agents or employees, or occurring on the Leased Premises during the term if caused by any act or omission to act by Lessor, its licensees or contractors, their agents or employees; (ii) arising out of any default by Lessor hereunder; or (iii) occurring on the Common Facilities, except if caused by any act or omission to act by Lessee, its subtenants, licensees, concessionaires or contractors, their agents or employees; all subject to the provision of Section 7.2 hereof.

Section 9.3. Insurance. Lessor shall, prior to the commencement of any construction or reconstruction required by this Lease or prior to the commencement of the term, whichever is earlier, procure and maintain an insurance policy or policies covering (i) its liability with respect to any construction or reconstruction that it may perform or have performed in, upon or in connection with the Leased Premises and the Shopping Center premises; (ii) its liability for ownership, maintenance and use of the Leased Premises and the Shopping Center; and (iii) its contractual liability arising under Section 9.2 hereof; said insurance shall provide limits of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury arising out of any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage arising out of any one occurrence; and said policy or policies shall contain a clause that the insurer will not cancel or change said policy or policies without first giving Lessee ten (10) days' prior written notice. Lessor shall furnish Lessee with copies of said policy or policies, or certificates or memoranda thereof. Lessee shall obtain and maintain insurance covering its liabilities with respect to its use of the Leased Premises, including, without limitation, coverage for dram shop liability, products liability and workers' compensation and its contractual liability arising under Section 9.1 hereof; said insurance shall provide general liability coverage of not less than \$1,000,000.00 combined single limit coverage. Lessee's insurance policies shall name Lessor, its agents and beneficiaries, and any person, firm or corporation designated by Lessor, as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days written notice. Notwithstanding the foregoing, so long as Lessee maintains a "net worth", determined in accordance with generally accepted accounting principles, consistently applied, of not less than \$1,000,000.00, Lessee may self-insure some or all of such insurance coverage provided that any such self-insurance program is established, maintained and funded according to standards approved by Lessee's independent Certified Public Accountants and Lessor is advised in writing by Lessee that Lessee qualifies for such self-insurance and Lessee elects to so self-insure.

ARTICLE 10. TITLE AND POSSESSION

Section 10.1. Possession. Lessor covenants that it will put Lessee in complete and exclusive actual possession of the Leased Premises at the beginning of the term or upon completion of the construction, if any, to be performed by Lessor pursuant to Article 4 hereof, whichever is earlier; and if Lessor fails to do so, Lessee may at its option cancel this Lease by notice in writing to Lessor at any time prior to tender of such possession to Lessee. All rents and other charges payable by Lessee hereunder shall abate during any such period prior to such tender.

Section 10.2. Quiet Enjoyment. Lessor covenants that if the Lessee shall perform all of the covenants and provisions of this Lease to be performed by the Lessee, the Lessee shall peaceably and quietly occupy and enjoy the full possession and use of the Leased Premises and the use of the Common Facilities as herein provided; and if at any time Lessor's title shall fail or be discovered not to enable it to grant the term or said rights with respect to the Common Facilities, Lessee may at its option cancel this Lease by notice in writing to Lessor.

Section 10.3. Assignment and Subletting. Lessee may from time to time assign or reassign this Lease or sublease the whole or any part of the Leased Premises for any lawful purpose not inconsistent with any existing restrictions in any other lease relating to uses in the Shopping Center; provided that, if an assignment or a subletting of the entire premises is for a use which increases the hazard insurance premium on the Leased Premises, Lessee shall reimburse Lessor therefor upon being furnished with reasonable evidence of such increase and further provided that if Lessee intends to assign this Lease or sublet the whole of the Leased Premises to any person, firm or corporation other than (i) a licensee or franchisee or (ii) a corporation which is subsidiary to or affiliated with Lessee, or a corporation resulting from any reorganization or merger to which Lessee or any of its subsidiaries or affiliates may be a party or (iii) a person, firm or corporation to which Lessee makes a simultaneous assignment of Lease, lease or sublease with respect to one or more other premises leased to or owned by Lessee, then it will first give written notice of such intention to Lessor setting forth the identity of the prospective assignee or sublessee and the general nature of its business and Lessor shall have the option to terminate this lease by giving Lessee thirty (30) days written notice thereof within thirty (30) days after the date of Lessee's notice. In the event of any such assignment or subletting, Lessee shall remain liable for the performance of all of its obligations hereunder and agrees to execute such reasonable documentation as Lessor may request memorializing such assignment or sublet. Fifty percent (50%) of any rents or other monies received by Lessee in conjunction with any such a sublease not outlined above that exceeds the rents and other sums due under this Lease shall be remitted promptly to Lessor. Notwithstanding the foregoing and the first sentence of Section 6.1 hereof, Lessee agrees that in the event this Lease is assigned or the whole of the Leased Premises is sublet to any person, firm or corporation other than a franchisee or licensee or a corporation which is subsidiary to or affiliated with Lessee, or a corporation resulting from any reorganization or merger to which Lessee or any of its subsidiaries or affiliates may be a party, then except for the operation of a retail grocery store, meat market, packaged liquor store or any combination

with the understanding that Lessee is not required to remit such fifty percent (50%) of such excess monies received until Lessee collects the same, but Lessee agrees to exercise due diligence to collect such excess monies and that rents and other sums due

WHP 4/85
14 (the next page is 14a)

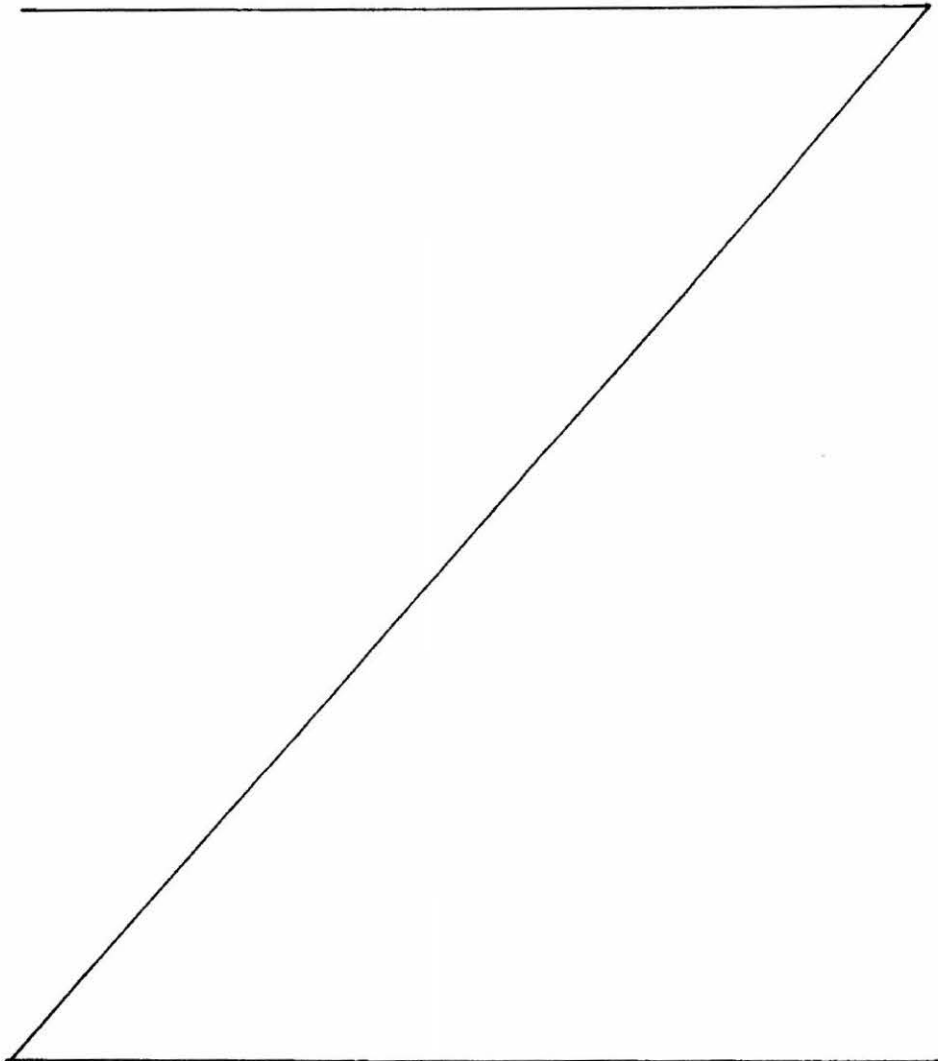
thereof, such other person, firm or corporation shall not use the Leased Premises for any type of store which is prohibited by the provisions of any other lease then in effect with any other tenant of the Shopping Center and of which provision Lessor has given written notice to Lessee prior to Lessee's so assigning or subletting, except that such limitation on use shall not prohibit the use of the Leased Premises for the incidental sale of any particular merchandise lines or merchandise.

Section 10.4. Title Evidence and Memorandum of Lease.

Lessor represents that it has good title to the Leased Premises and the Shopping Center in fee simple absolute subject only to current taxes not past due, utility easements and leases not conflicting with the rights herein granted to Lessee and the matters set forth on Exhibit AA hereto. The parties have simultaneously herewith executed and delivered a Memorandum (or Notice) of Lease (the "Memorandum"). Lessee shall promptly record and/or file the Memorandum in such place or places in the county wherein the Leased Premises are situated as are provided for the recording and/or filing of deeds, including the appropriate place for filing deeds with respect to property subject to any so-called Torrens system or other title registration system, if all or any part of the Shopping Center premises is registered thereunder. In addition, if at the time of recording and/or filing the Memorandum, the Leased Premises or the Shopping Center premises or any part thereof is subject to any deed of trust, trust deed or mortgage (whether or not described in Exhibit AA hereto), Lessor shall promptly obtain an agreement (the "Non-Disturbance Agreement") in form reasonably satisfactory to Lessee from the holder or holders of the note or notes secured by such deed of trust, trust deed or mortgage and from such trustee or mortgagee obligating any party acquiring title or the right of possession under or by virtue of such deed of trust, trust deed or mortgage to recognize this Lease and the rights herein granted to Lessee, provided Lessee is not in default hereunder. The Non-Disturbance Agreement shall include at Lessor's or Lessor's Mortgagee's election, additional provisions relating to Lessee's subordination and attornment. The Non-Disturbance Agreement shall be recorded and/or filed in the same place or places as the Memorandum. Upon release of the recorded and/or filed Memorandum and the Non-Disturbance Agreement, if any, they shall be delivered to Lessee and, if necessary, such recordings and/or filings shall be made in duplicate so that recorded and/or filed counterparts thereof may be so delivered to Lessee. Lessor shall furnish to Lessee evidence reasonably satisfactory to Lessee that title to the Leased Premises and Shopping Center premises is as herein represented as of the date of recording and/or filing the Memorandum; in the event Lessee is not furnished with such evidence of title and evidence of recording and/or filing of the Memorandum and Non-Disturbance Agreement, if required, within thirty (30) days from the date hereof, Lessee may cancel this Lease by notice in writing to Lessor at any time thereafter prior to Lessor's furnishing such evidence.

Section 10.5. Subordination. Lessee agrees to subordinate this Lease to any deed of trust, trust deed or mortgage which may hereafter be placed on the Leased Premises or the Shopping Center premises, provided such trustee or mortgagee thereunder shall assure to Lessee in form of the aforesaid Non-Disturbance Agreement the right to possession of the Leased Premises and other rights granted to Lessee herein so long as Lessee is not in default hereunder.

Section 10.6. Vacancy. Notwithstanding anything herein to the contrary, if the Lessee or any assignee or sublessee of the entire Leased Premises allows all of the Leased Premises to remain vacant or fails to open for business for a period of three hundred and sixty-five (365) consecutive days or more during the term, then the Lessor may at its option terminate this Lease by notice in writing to Lessee at any time thereafter while such condition continues; provided, however, that such vacancy or failure to open for business caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations or other causes beyond the reasonable control of Lessee or such assignee or sublessee (each of which is hereinafter referred to as an "Event of Force Majeure") and any vacancy or failure to open for business during reasonable periods for the repair, alteration, remodeling, cleaning or redecorating of said building shall not be considered a vacancy or failure to open for business for the purpose of this section. Within thirty (30) days of Lessor's request during any such vacancy or period of a failure to open for business, Lessee shall furnish Lessor with a written itemization of each and every Event of Force Majeure which has caused such vacancy or failure to open for business.



ARTICLE 11. MISCELLANY

Section 11.1. Taxes. Lessor shall pay all taxes levied or assessed against the Shopping Center premises before they become delinquent and the parties further agree as follows:

- (a) As additional rent, Lessee shall reimburse Lessor in an amount equal to the general real estate taxes applicable to the Leased Premises for each tax year of the term except that the amount of such taxes for the tax years during which the term begins and ends shall be adjusted pro rata between Lessor and Lessee on the basis of the number of days of the term falling within said tax years. As used herein the term "tax year" means a calendar year or such other twelve (12) month period during which said taxes are assessed and with respect to which such tax bills are issued. As used herein, the term "taxes" shall include all federal, state and local taxes, assessments and charges that may be assessed on the real estate which includes the Leased Premises in lieu of general real estate taxes.
- (b) For the purposes of this Section, the general real estate taxes applicable to the Leased Premises shall be deemed a pro rata share of the general real estate taxes levied on the Shopping Center premises (excluding that portion of said taxes based on the assessed valuation of land not improved with commercial buildings or Common Facilities); said pro rata share shall bear the same ratio to said taxes on the Shopping Center premises (excluding said portion) which the ground floor area of the building on the Leased Premises bears to the floor area of all floors of all buildings (including the building on the Leased Premises) existing on the Shopping Center premises on the applicable assessment dates.
- (c) Lessee may, if Lessor does not, in its own name or in the name of Lessor, contest the validity or amount of any such taxes or the assessments upon which the same are based. Lessor agrees to render to Lessee all assistance reasonably possible, including joining in and signing any protest or pleading which Lessee may deem advisable. If any rebate of taxes is made, the rebate (less reasonable expenses incurred in obtaining same) shall be retained by or paid to Lessee, to the extent Lessee has so reimbursed Lessor for the year for which such rebate is made. The Lessor shall promptly forward to Lessee copies of all applicable notices of assessment, tax bills and other matters relating to the taxes or assessments applicable to the Leased Premises to the end that Lessee is not prejudiced in exercising the rights granted herein.
- (d) Lessor shall from time to time furnish Lessee with a copy of each receipted tax bill paid by Lessor with respect to the Shopping Center premises together with a statement in reasonable detail showing the amount due from Lessee supported by evidence reasonably satisfactory to Lessee with respect to the method of calculation of said amount and the basis therefor. Subject to verification by Lessee as to the amount due and payment of such taxes, Lessee shall within thirty (30) days after receipt of the respective tax bills, statements and evidence, remit to Lessor the amount due. Notwithstanding anything herein to the contrary the Lessee shall not be obligated to reimburse Lessor for any such taxes unless Lessor has so furnished said tax bill, statement and evidence within twelve (12) months after the payment of said taxes. If the rent abates or is apportioned for any reason, the amounts due from Lessee pursuant to this Section shall proportionately abate or be apportioned accordingly.

Section 11.2. Insurance. As additional rent, Lessee shall from time to time reimburse Lessor in an amount equal to the fire and extended coverage insurance earned premiums applicable to the building on the Leased Premises for each lease year of the term. Earned premiums applicable to any period outside the term hereof shall be prorated so that Lessee only pays the portion of said premiums earned during the term hereof. Also, if such premiums applicable to the building on the Leased Premises cannot be separated from premiums applicable to the other buildings, if any, in the Shopping Center the premiums applicable to the building on the Leased Premises shall be deemed a pro rata share of the premiums applicable to all of the buildings in the Shopping Center; said pro rata share shall bear the same ratio to said premiums which the ground floor area of the building on the Leased Premises bears to the floor area of all buildings (including the building on the Leased Premises) in the Shopping Center. Lessor shall from time to time furnish to Lessee a statement in reasonable detail showing the amount due from Lessee supported by evidence reasonably satisfactory to Lessee with respect to the method of calculation of said amount and the basis therefor. Subject to verification by Lessee as to the amount due and the payment of such premiums Lessee shall within thirty (30) days after receipt of said statement and evidence, remit to Lessor the amount due. Notwithstanding anything herein to the contrary the Lessee shall not be obligated to reimburse Lessor for any such insurance premium unless Lessor has so furnished said statement and evidence within twelve (12) months after the payment of said insurance premium. If the minimum rent abates or is apportioned for any reason the amounts due pursuant to this Section shall similarly abate or be apportioned.

Section 11.3. Common Facilities Charge. Lessee shall pay to the person to whom rent is payable, as additional rent, a proportionate share of the cost incurred by Lessor in performing the maintenance required by Section 5.4 hereof excluding any costs for snow removal and parking area lighting (said proportionate share shall bear the same ratio to the total cost so incurred as the ground floor area of the Leased Premises bears to the total floor area of all buildings in the Shopping Center); provided that in no event shall Lessee's share exceed \$1,336.13 per lease year during the first five lease years hereof, said sum shall increase every five years thereafter by five percent (5%) per lease year hereof (i.e., total of 25%), said maximum sums shall be reduced pro rata for any part of a lease year less than a full lease year. In addition to the foregoing charge, Lessee shall pay a proportionate share determined as described above of the cost incurred by Lessor for snow removal required under Section 5.4 hereof. Lessee shall not be required to pay for any common area lighting or electricity. On or before the twentieth (20th) day following the end of each lease year, Lessor shall submit to Lessee a statement in reasonable detail showing the actual costs so incurred by Lessor during said lease year and the amount chargeable to Lessee, including the basis of computation. Subject to verification by Lessee as to the amount due and payment of such charges, Lessee shall pay its share of such charges to Lessor within thirty (30) days after receipt of Lessor's statement. No costs for blacktop maintenance and repair during the first two lease years shall be included in the said common facilities charge. Notwithstanding anything herein to the contrary, Lessee shall at its expense make reasonable efforts to remove dirt and debris from the sidewalk areas directly in front of and on the side of the Leased Premises.

Section 11.4. Contiguous Premises. It is hereby acknowledged that Gary Wheaton Bank, not personally but as Trustee under a Trust Agreement dated May 27, 1988 and known as Trust No. 7890, is the title holder of the property contiguous to the Shopping Center known as the "Contiguous Premises" legally described on Exhibit D attached hereto. Upon execution and recording of this Lease, Lessor shall have recorded against said Contiguous Premises a Declaration of Restrictions, which Declaration shall be in a form substantially similar to Exhibit D attached hereto, which shall provide that during the term of this Lease, no store premises nor any part thereof on the Contiguous Premises shall be used as a retail food store. Lessor shall provide Lessee with evidence reasonably satisfactory to Lessee that the Declaration has been executed or approved by all parties in interest and properly recorded.

ARTICLE 12. GENERAL

Section 12.1. Default. The following events shall be deemed to be events of default by Lessee under this lease:

- (1) Lessee shall fail to pay any installment of rent or any other obligation hereunder involving the payment of money and such failure shall continue for a period of ten (10) days after receipt of written notice from Lessor.
- (2) Lessee shall fail to comply with any term, provision or covenant of this lease, other than as described in subsection (1) above, and shall not cure the same within thirty (30) days after written notice thereof or, if such failure, breach or default by its nature is not curable within such thirty (30) days, Lessee has not commenced to cure such failure with due diligence and continuity within thirty (30) days after written notice thereof to Lessee.
- (3) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- (4) Lessee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee.
- (5) A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations under this lease.

Upon the occurrence of any such events of default, Lessor shall have the option to pursue either of the following alternative remedies:

- A. Take any one or more of the actions permissible at law to insure performance by Lessee of Lessee's covenants and obligations under this lease. In this regard, it is agreed that if Lessee permanently vacates the Leased Premises, Lessor may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Lessee the rentals and other charges provided in this lease until the premises are relet. Lessor shall use its best efforts to relet the premises and Lessee shall be obligated to pay to Lessor on demand any deficiency that may arise between the rentals and other charges provided in this lease and that actually collected by Lessor from such other tenant.
- B. Terminate this lease by written notice to Lessee, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by

force if necessary, without being liable for prosecution or any claim for damages therefor; and Lessee agrees to pay to Lessor upon demand the reasonable amount of all actual damage which Lessor may suffer by reason of such termination or any uncured breach of this lease by Lessee, including costs of suit and reasonable attorneys' fees.

Section 12.2. Notices. Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail and shall be addressed if to Lessor, at the last address at which rent is payable, and if to Lessee, at 660 Industrial Drive, Elmhurst, Illinois 60126, Attn: Real Estate Department, or at such other address as Lessee shall designate by written notice to Lessor. Notices and demands shall be deemed to have been given when mailed.

Section 12.3. Rent Refund. Promptly after the termination or cancellation of this Lease for any reason or after the effective date of the abatement of rents and other charges hereunder, whether entire or partial, Lessor shall refund to Lessee all rents and other charges paid by Lessee to the extent they are allocable to any period of time beyond the effective date of such termination, cancellation or abatement of rent and other charges.

Section 12.4. Holding Over. Subject to the rights of Lessee pursuant to Sections 6.6 and 6.8 hereof, Lessee shall at the termination of this Lease by lapse of time or otherwise yield up immediate possession of the Leased Premises; if it does not do so, Lessee shall pay as liquidated damages for the time such possession is withheld a sum equal to one and one-half (1-1/2) times the rent (including taxes, insurance and common area maintenance charges) prorated on a daily basis. In no event shall such holding be deemed to create a tenancy from year to year, nor shall Lessor elect to create such a tenancy.

Section 12.5. Commissions. The Lessor shall pay all fees and commissions for bringing about the execution and delivery of this Lease and agrees to defend, indemnify and save the Lessee harmless of and from any and all claims for said fees and commissions. Lessee represents that it has not dealt with any broker in respect to this lease except for Harold J. Carlson & Associates.

Section 12.6. Waiver. The failure of Lessor or Lessee to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred shall not be deemed as a waiver or relinquishment for the future of any such provision or option.

Section 12.7. Remedies. All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

Section 12.8. 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 Lessor and Lessee.

Section 12.9. Interpretation. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one lessor or lessee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The captions of the articles and sections contained herein are for convenience only and do not define, limit, construe or describe the scope or intent of such articles or sections. If any provision of this Lease shall be held invalid, the validity of the remainder of this Lease shall not be affected thereby.

Section 12.10. Exhibits. All exhibits referred to in and attached to this Lease are hereby made a part of this Lease.

Section 12.11. Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

CAPITOL BANK AND TRUST,
as Trustee aforesaid

WHITE HEN PANTRY, INC. ³⁵⁸

By *Sharon K. Crowley*
ATO ~~Vice President~~

By *Allen S. Davis* ³⁵⁸
Vice President *12/1/87*

Attest *Robert J. Jones*
ATO Secretary

Attest *Robert Jones*
Secretary

LESSOR

LESSEE

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein contained.

LEGAL DESCRIPTION
 NWC of RL. 64 & Dunham
 St. Charles, Illinois

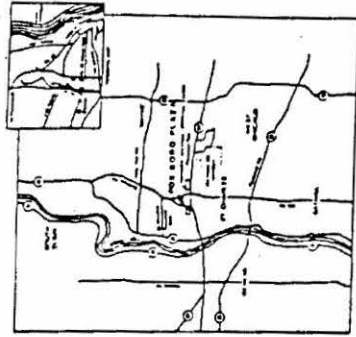
***PARCEL 1:

THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28, OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID ROUTE N. 64; THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFOREMENTIONED EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO SAID EAST LINE OF SAID TRACT "G") OF THE ABOVE DESCRIBED PARCEL OF LAND, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO THE HEREINAFTER DESCRIBED EAST LINE OF TRACT "G" OF A PLAT OF SURVEY RECORDED AS DOCUMENT NO. 421812) OF THE HEREINAFTER DESCRIBED PARCEL OF LAND DESCRIBED AS: THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J" 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID STATE ROUTE NO. 64 THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFORESAID EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

EXHIBIT "A"

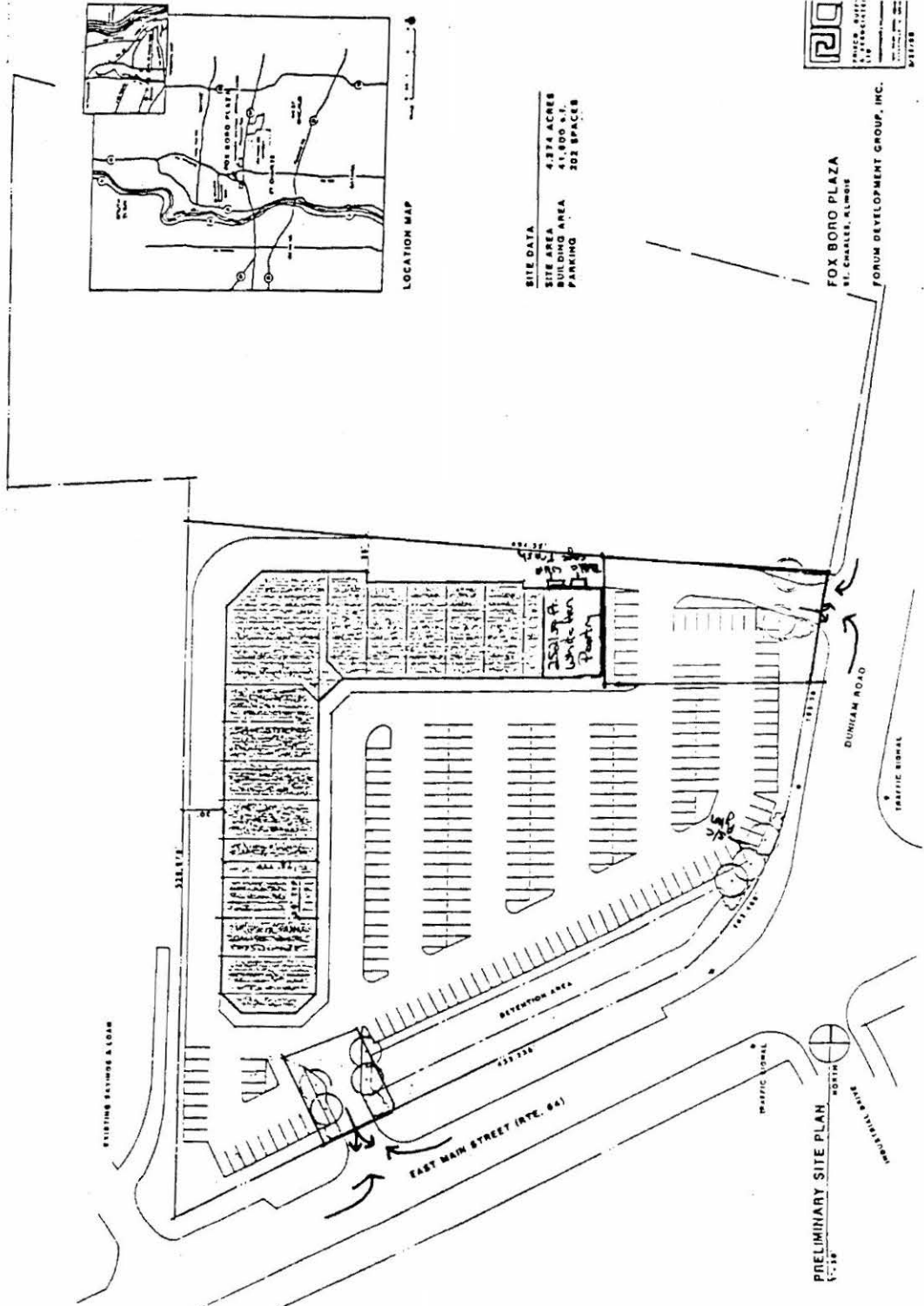


SITE DATA
 SITE AREA 4.274 ACRES
 BUILDING AREA 41,800 s.f.
 PARKING 302 SPACES



FOX BORO PLAZA
 111 CHARLES STREET

FORUM DEVELOPMENT GROUP, INC.



PRELIMINARY SITE PLAN
 NORTH
 1-18

DECLARATION OF RESTRICTIONS

This DECLARATION dated the _____ day of _____, 1989,

WHEREAS, GARY-WHEATON BANK, not personally but as Trustee under Trust Agreement dated 5/27/88 and known as Trust No. 7890 ("Trustee") is record owner of the property described as the "Contiguous Premises" on Exhibit AA hereof.

WHEREAS, WHITE HEN PANTRY, INC., a Delaware corporation ("WHP") is the Lessee of certain premises in a Shopping Center located at the northwest corner of Route 64 and Dunham in St. Charles, Illinois adjacent to the Contiguous Premises legally described on said Exhibit AA and owned by Capitol Bank & Trust, as Trustee under Trust Agreement dated April 27, 1988 and known as Trust No. 1497:

hereinafter referred to as "the Shopping Center Parcel", and

WHEREAS, Trustee and WHP have agreed to provide for certain restrictions on the development and use of the Contiguous Premises,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. RESTRICTIONS ON THE SHOPPING CENTER PARCEL.

Trustee does hereby place the following restrictions on the Contiguous Premises:

No store premises nor any part thereof upon the Contiguous Premises shall be used as a retail food store. As used herein "retail food store" means a store used principally for the sale at retail of food of any kind, beverages, packaged liquors and general merchandise or any combination thereof, and other merchandise and services sold incidental to such principal use, which store is of substantially similar type and quality as that operated by WHP on the Shopping Center Parcel pursuant to ~~the Lease~~. In the event of breach of any of the covenants in this paragraph, WHP shall be entitled to injunctive relief or any other appropriate remedy or both.

2. NOTICES.

All demands, notices, consents or requests shall be in writing and shall be sent by certified or registered mail, and if for WHP shall be mailed to c/o White Hen Pantry, 660 Industrial Drive, Elmhurst, Illinois 60126, Attention: Real Estate Department; notices for Trustee shall be mailed to 120 E. Wesley, Wheaton, IL 60187, or at such other address as either party may from time to time specify by like notice.

6. GENERAL.

- A. The foregoing are covenants running with the land and shall be binding upon and inure to the benefit of the legal title holders or successive title holders of the Shopping Center Parcel and the Contiguous Premises. Notwithstanding anything contained herein to the contrary, this Declaration and the restrictions contained herein shall automatically terminate and be of no further force and effect upon the earlier of (i) the expiration or sooner termination of that certain lease dated _____ by and between Capitol Bank & Trust, as Trustee under Trust Agreement dated April 27, 1988 and known as Trust No. 1497, as Lessor and White Hen Pantry, Inc., as Lessee (the "Lease"), or (ii) the Leased Premises described in the Lease are no longer being used as a retail food store.
- B. This Agreement may be amended from time to time by an instrument duly executed, delivered and recorded by the then legal title holders of all of said Shopping Center Parcel and the Contiguous Premises.

- C. If it shall at any time be held that any of the provisions of this instrument or any part thereof are invalid or for any reasons become unenforceable no other provision or part thereof shall be thereby affected or impaired.
- D. Nothing contained on this Agreement shall be construed so as to make the parties hereto partners or joint venturers of any kind or nature, or so as to render any of the parties liable for the debts or obligations of the other.
- E. This Agreement shall, in no way, be construed so as to create any rights or benefits in any third parties except the parties hereto, their successors and assigns.
- F. Any articles or headings herein or marginal references are for convenience and reference only, and shall, in no way, define or limit the scope and content of this Agreement.
- G. Either party may enforce this instrument by appropriate action and should it prevail in such litigation, it shall recover as part of its costs a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Agreement as of the day and year first above written.

GARY-WHEATON BANK, not personally
but as Trustee under Trust #7890

By _____
Vice President

Attest _____
Secretary

CONTIGUOUS PREMISES

PARCEL 3:
THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26; THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G"; SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; CONTINUING THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF SAID TRACT "G", 33.0 FEET TO SAID CORNER. THENCE SOUTH 86 DEGREES 53 MINUTES WEST ON A NORTHERLY LINE OF SAID TRACT "G" 137.50 FEET TO A CORNER OF SAID TRACT "G"; THENCE NORTH 0 DEGREES 01 MINUTES EAST ON AN EASTERLY LINE OF TRACTS "G" AND "B" OF SAID SURVEY TO A CORNER OF SAID TRACT "B"; THENCE SOUTH 74 DEGREES 59 MINUTES EAST ON A SOUTHERLY LINE OF TRACT "B" 42.90 FEET TO A CORNER OF TRACT "B"; THENCE SOUTH 75 DEGREES 15 MINUTES EAST ON A STRAIGHT LINE WHICH RUNS TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DEED DATED DECEMBER 10, 1952 AND RECORDED DECEMBER 17, 1952, IN BOOK 1605, PAGE 197, AS DOCUMENT #713387, FOR A DISTANCE OF 677.713 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF DUNHAM ROAD; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 201.323 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 40 SECONDS WEST 527.47 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.***

Foxboro Plaza
St. Charles, IL

12/19/88 *Min WHP*

Exhibit B

Lessor is to provide and install the following for the construction of the new leased premises:

1. Excavation, grading, footings and concrete foundations, sidewalks.
2. Masonry walls including interior demising wall of 8" concrete block with 4'-0" parapet.(at an added cost of \$4,482.00 to Lessee)
3. Steel lintels, joists and mechanically fastened metal deck.
4. Single ply roof including R-20 roof insulation, coping, gutters and downspouts.
5. Storefront glass and glazing.
6. 4'x 7' foam insulated exterior rear door and drip flashing at location designated by Lessee.
7. All exterior carpentry including fascia, soffits and roofing.
8. Provide 200 amp., 3 phase, 4 wire 120/208 volt electric service to main distribution panel at location within leased premises as designated by Lessee.
9. Provide 4" sanitary sewer, 1" gas service with shut-off and meter and 1" water service with shut-off and meter to within leased premises at location designated by Lessee.
10. Exterior painting and finishes.
11. Parking lot, sealcoating, striping, concrete bumper stops, curb cuts, curbs and other site work including landscaping and parking lot lighting.
12. Concrete dumpster pad and dumpster enclosure if required by municipal ordinance.
13. Installation of H.V.A.C. unit and refrigeration condenser roof curbs and pitch pockets supplied by WHP and installed by Lessor's roofer.
14. Exterior awnings over glazed areas (colors per WHP approval).

WHP

1493E

Foxboro Plaza
St. Charles, IL

12/19/88

Max. MFL

Exhibit C

Lessee is to provide and install the following within leased premises:

1. Main electrical distribution panel and auxiliary panel (install only) within leased premises. Service to be 200 amp., 3 phase, 4 wire, 120/208 volt, WYE as supplied by Lessor. Panel is to be manufactured by Peterson Panel Co., Bellwood, IL.
2. Electrical lighting system.
3. Electrical power distribution system from panels.
4. All interior drains and other Lessee plumbing.
5. Water distribution.
6. Interior partitions, sheetrock and decorating, door frames and hardware.
7. Suspended ceilings and soffits.
8. Floor coverings and wall coverings.
9. H.V.A.C. unit, metal ductwork, insulation and registers.
10. Supply and install Lessee's signage on building.
11. All interior finish carpentry and painting.
12. Supply H.V.A.C. unit and refrigeration condenser roof curbs and pitch pockets to be installed by Lessor's roofer.
13. Exterior grease trap.
14. Concrete floor slab.

MFD

1494E

MFD

Amend 2

AMENDMENT NO. 2

STORE NO. 33895

On the 8th day of February, 1989, Old Kent Bank Trust No. 6615 dated May 7, 1993, successor in interest to Capitol Bank and Trust, Trustee u/t/a dated 4/27/88 and known as Trust No. 1497, as LANDLORD, and 7-Eleven, Inc., successor in interest to White Hen Pantry, Inc., as TENANT, entered into a lease agreement covering the premises commonly known as 7-Eleven Store No. 33895 at 2400 E. Main, Suite 116, St. Charles, Illinois and more fully described in Exhibit A, which Exhibit is attached hereto and made a part hereof.

LANDLORD and TENANT presently desire to amend said lease agreement. Now therefore, in consideration of the premises and \$10 in hand paid each to the other, receipt of which is hereby acknowledged, said lease agreement shall be and is hereby amended as follows:

1. Term:

- a) The second option is hereby exercised for a period of five (5) years, beginning on April 1, 2010 and ending on March 31, 2015.

2. Rent:



This Amendment No. 2 is to be effective the 1st day of April, 2010.

In all other respects said lease agreement is hereby ratified and reaffirmed. Executed this 27th day of April, 2009.

ATTEST:

By:

Robert D. Bryant
Assistant Secretary

TENANT
7-Eleven, Inc.

By:

David Holland
Attorney-in-Fact
DAVID HOLLAND

LANDLORD
Old Kent Bank Trust No. 6615, dated 5/7/93

By:

Terry F. Grad

Name:

TERRY F. GRAD

Title:

GENERAL MANAGER

PARCEL 1:
 PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1918, IN BOOK 28, OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF SAID TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (AS MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE NORTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID SAID ROUTE N. 64; THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX WESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE NORTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 63 DEGREES 05 MINUTES EAST ON THE AFOREMENTIONED EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO SAID EAST LINE OF SAID TRACT "G") OF THE ABOVE DESCRIBED PARCEL OF LAND, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO THE HEREINAFTER DESCRIBED EAST LINE OF TRACT "G" OF A PLAT OF SURVEY RECORDED AS DOCUMENT 421812) OF THE HEREINAFTER DESCRIBED PARCEL OF LAND DESCRIBED AS:
 PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1918, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J" 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF SAID TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (AS MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE NORTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID SAID STATE ROUTE NO. 64 THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX WESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE NORTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 63 DEGREES 05 MINUTES EAST ON THE AFORESAID EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

SCANNED DATE

SCANNED
ACS
JUL 09 2009

Amend 1

7-ELEVEN LOCATION 33895
WHITE HEN LOCATION 9002

AMENDMENT NO. 1 TO LEASE

THIS AMENDMENT NO. 1 TO LEASE is entered into by and between OLD KENT BANK TRUST NO. 6615 dated May 7, 1993, ("Lessor"), and 7-ELEVEN, INC. ("Lessee").

WHEREAS, Lessee and Lessor are currently parties to that certain Lease dated February 8, 1989 (the "Lease"), covering certain property located at 2400 Main Street, Village of St. Charles, County of Kane, State of Illinois, a memorandum of which was recorded in February 28, 1989 as Document No. I960001 in the Records of Kane County, Illinois; and

WHEREAS, the parties desire to amend the Lease in manner set forth below:

1. **Capitalized Terms.** Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Lease.

2. **Adjustments to Term.** Effective as of September 1, 2007, Section 2.3 (Lease Year) and 2.4 (Accounting Period) are hereby deleted. The following is substituted for Section 2.3:

Wherever used in the Lease, the term "lease year" shall mean a period of twelve (12) consecutive calendar months, with each "lease year" running from April 1 through March 31 of the subsequent year. The current term (the first Option period), and the term of each subsequent Option period, will expire on March 31 provided that the final year of the lease term will expire on March 28.

3. **Base Rental.** Section 3.2 of the Lease is deleted and the following substituted therefore:

Commencing on September 1, 2007, and provided that Lessee exercises the remaining options to extend the term, the monthly base rental will be as follows:

a) The parties acknowledge that, for the current lease year, which commenced on April 1, 2007 and will end on March 31, 2008, Lessee has or will pay base rent in the amount

[REDACTED]

b) Commencing April 1, 2008 and for the remaining term of the first Option, Lessee shall pay the annual [REDACTED]

c) For the terms of the second Option, Lessee shall pay the annual base rental of [REDACTED]

d) For the terms of the third Option, Lessee shall pay the annual base rental of [REDACTED]

d) For the terms of the third Option, Lessee shall pay the annual base rental of

Beginning September 1, 2007, base rental shall be due and payable on or before the fifth (5th) day of each calendar month during the term and will be prorated for any partial month during the term, as applicable.

4. **Time to Exercise Additional Options.** Lessee may exercise the second Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2010. Lessee may exercise the third Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2015.


5. **Conflicts.** The provisions of this Amendment will control over any conflicting provisions contained in the Lease. Except as provided above, the Lease shall remain in full force and effect in accordance with its terms.

In witness whereof, the parties have caused this Amendment to be executed on the dated set forth below to be effective as of September 1, 2007.

Dated: August 6, 2007.

“Lessee”

7-ELEVEN, INC.

By: 
Printed Name: J. Donald Stevenson, Jr.
Title: Assistant Secretary

Dated: _____, 2007.

“Lessor”

OLD KENT BANK TRUST No. 6615,
dated 5/7/93

By: _____
Name: _____
Title: _____

AMENDMENT NO. 1 TO LEASE

THIS AMENDMENT NO. 1 TO LEASE is entered into by and between OLD KENT BANK TRUST NO. 6615 dated May 7, 1993, ("Lessor"), and 7-ELEVEN, INC. ("Lessee").

WHEREAS, Lessee and Lessor are currently parties to that certain Lease dated February 8, 1989 (the "Lease"), covering certain property located at 2400 Main Street, Village of St. Charles, County of Kane, State of Illinois, a memorandum of which was recorded in February 28, 1989 as Document No. I960001 in the Records of Kane County, Illinois; and

WHEREAS, the parties desire to amend the Lease in manner set forth below:

1. **Capitalized Terms.** Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Lease.

2. **Adjustments to Term.** Effective as of September 1, 2007, Section 2.3 (Lease Year) and 2.4 (Accounting Period) are hereby deleted. The following is substituted for Section 2.3:

Wherever used in the Lease, the term "lease year" shall mean a period of twelve (12) consecutive calendar months, with each "lease year" running from April 1 through March 31 of the subsequent year. The current term (the first Option period), and the term of each subsequent Option period, will expire on March 31 provided that the final year of the lease term will expire on March 28.

3. **Base Rental.** Section 3.2 of the Lease is deleted and the following substituted therefore:

Commencing on September 1, 2007, and provided that Lessee exercises the remaining options to extend the term, the monthly base rental will be as follows:



Beginning September 1, 2007, base rental shall be due and payable on or before the fifth (5th) day of each calendar month during the term and will be prorated for any partial month during the term, as applicable.

4. **Time to Exercise Additional Options.** Lessee may exercise the second Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2010. Lessee may exercise the third Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2015.


5. **Conflicts.** The provisions of this Amendment will control over any conflicting provisions contained in the Lease. Except as provided above, the Lease shall remain in full force and effect in accordance with its terms.

In witness whereof, the parties have caused this Amendment to be executed on the dated set forth below to be effective as of September 1, 2007.

Dated: August 8, 2007.

“Lessee”

7-ELEVEN, INC.

By: 
Printed Name: J. Donald Stevenson, Jr.
Title: Assistant Secretary

Dated: _____, 2007.

“Lessor”

OLD KENT BANK TRUST No. 6615,
dated 5/7/93

By: _____
Name: _____
Title: _____

AMENDMENT NO. 1 TO LEASE

THIS AMENDMENT NO. 1 TO LEASE is entered into by and between OLD KENT BANK TRUST NO. 6615 dated May 7, 1993, ("Lessor"), and 7-ELEVEN, INC. ("Lessee").

WHEREAS, Lessee and Lessor are currently parties to that certain Lease dated February 8, 1989 (the "Lease"), covering certain property located at 2400 Main Street, Village of St. Charles, County of Kane, State of Illinois, a memorandum of which was recorded in February 28, 1989 as Document No. I960001 in the Records of Kane County, Illinois; and

WHEREAS, the parties desire to amend the Lease in manner set forth below:

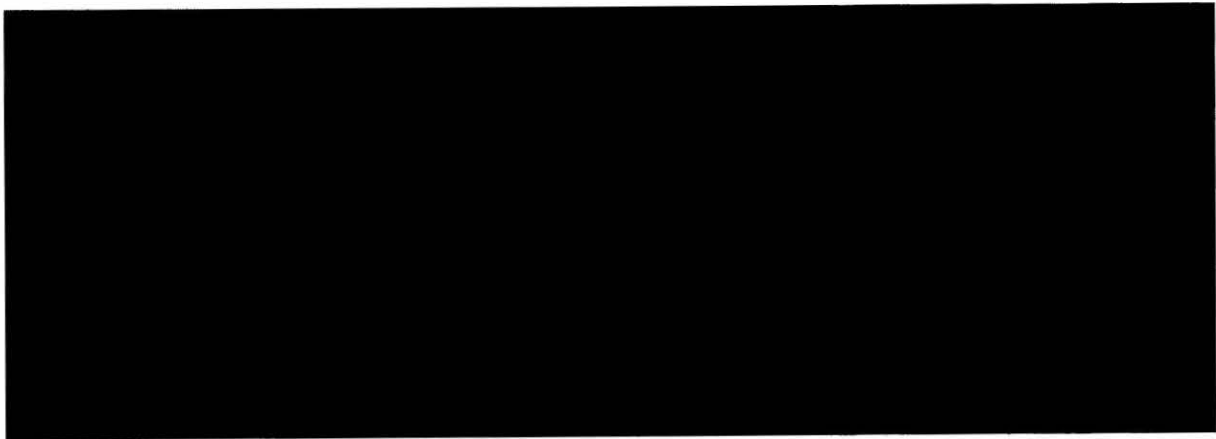
1. **Capitalized Terms.** Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Lease.

2. **Adjustments to Term.** Effective as of September 1, 2007, Section 2.3 (Lease Year) and 2.4 (Accounting Period) are hereby deleted. The following is substituted for Section 2.3:

Wherever used in the Lease, the term "lease year" shall mean a period of twelve (12) consecutive calendar months, with each "lease year" running from April 1 through March 31 of the subsequent year. The current term (the first Option period), and the term of each subsequent Option period, ~~will expire on March 31~~ provided that the final year of the lease term will expire on March 28.

3. **Base Rental.** Section 3.2 of the Lease is deleted and the following substituted therefore:

Commencing on September 1, 2007, and provided that Lessee exercises the remaining options to extend the term, the monthly base rental will be as follows:



Beginning September 1, 2007, base rental shall be due and payable on or before the fifth (5th) day of each calendar month during the term and will be prorated for any partial month during the term, as applicable.

4. **Time to Exercise Additional Options.** Lessee may exercise the second Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2010. Lessee may exercise the third Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2015.


5. **Conflicts.** The provisions of this Amendment will control over any conflicting provisions contained in the Lease. Except as provided above, the Lease shall remain in full force and effect in accordance with its terms.

In witness whereof, the parties have caused this Amendment to be executed on the dated set forth below to be effective as of September 1, 2007.

Dated: August 8, 2007.

"Lessee"

7-ELEVEN, INC.

By: 
Printed Name: J. Donald Stevenson, Jr.
Title: Assistant Secretary

Dated: August 8, 2007.

"Lessor"

OLD KENT BANK TRUST No. 6615,
dated 5/7/93

By: FORROO PLAZA PARTNERSHIP, SOLE
MEMBER OF TRUST NO. 6615
Name: FORROO PLAZA PARTNERSHIP
Title: _____

AMENDMENT NO. 1 TO LEASE

THIS AMENDMENT NO. 1 TO LEASE is entered into by and between OLD KENT BANK TRUST NO. 6615 dated May 7, 1993, ("Lessor"), and 7-ELEVEN, INC. ("Lessee").

WHEREAS, Lessee and Lessor are currently parties to that certain Lease dated February 8, 1989 (the "Lease"), covering certain property located at 2400 Main Street, Village of St. Charles, County of Kane, State of Illinois, a memorandum of which was recorded in February 28, 1989 as Document No. I960001 in the Records of Kane County, Illinois; and

WHEREAS, the parties desire to amend the Lease in manner set forth below:

1. **Capitalized Terms.** Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Lease.

2. **Adjustments to Term.** Effective as of September 1, 2007, Section 2.3 (Lease Year) and 2.4 (Accounting Period) are hereby deleted. The following is substituted for Section 2.3:

Wherever used in the Lease, the term "lease year" shall mean a period of twelve (12) consecutive calendar months, with each "lease year" running from April 1 through March 31 of the subsequent year. The current term (the first Option period), and the term of each subsequent Option period, will expire on March 31 provided that the final year of the lease term will expire on March 28.

3. **Base Rental.** Section 3.2 of the Lease is deleted and the following substituted therefore:

Commencing on September 1, 2007, and provided that Lessee exercises the remaining options to extend the term, the monthly base rental will be as follows:



Beginning September 1, 2007, base rental shall be due and payable on or before the fifth (5th) day of each calendar month during the term and will be prorated for any partial month during the term, as applicable.

4. **Time to Exercise Additional Options.** Lessee may exercise the second Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2010. Lessee may exercise the third Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2015.

5. **Conflicts.** The provisions of this Amendment will control over any conflicting provisions contained in the Lease. Except as provided above, the Lease shall remain in full force and effect in accordance with its terms.

In witness whereof, the parties have caused this Amendment to be executed on the dated set forth below to be effective as of September 1, 2007.

Dated: August 8, 2007.

"Lessee"

7-ELEVEN, INC

By: 

Printed Name: J. Donald Stevenson, Jr.

Title: Assistant Secretary

Dated: August 8, 2007.

"Lessor"

OLD KENT BANK TRUST No. 6615,
dated 5/7/93

*FORBODD PLAZA PARTNERSHIP, SOLE
MEMBER/OWNER OF TRUST NO. 6615*
By: *J. F. [Signature]*
Name: _____
Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/17/2018

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

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

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office CityPlace Center East 2711 North Haskell Avenue Suite 800 Dallas TX 75204 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED 7-Eleven, Inc. 3200 Hackberry Road Irving TX 75063 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company NAIC # 22667	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570072306485** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	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)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$500,000			G23857510010	10/01/2017	10/01/2018	EACH OCCURRENCE \$500,000 AGGREGATE \$500,000
	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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Liquor Liab Cvg			HDOG27870636	01/01/2018	01/01/2019	Occurrence \$500,000 Aggregate \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Loc. 33895 / 2400 East Main St., St. Charles, IL 60174.
 Deepa Foods, Inc. is included as Additional Insured but limited to the location(s) shown and only as required by written contract or agreement and limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the Liquor Liability policy.

CERTIFICATE HOLDER City of St. Charles Attn: Tracey Conti City Admin Senior Administrative Assistant & Deputy City Clerk 2 E. Main Street St. Charles IL 60174 USA	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>Aon Risk Services Southwest, Inc.</i>
--	--

Holder Identifier :

Certificate No : 570072306485



FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

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

File #: 71644367

Approved By: JXR

FILED
JAN 29 2018
Jesse White
Secretary of State

1. Corporate Name: DEEPA FOODS INC.,

2. Initial Registered Agent: PRAVEEN GOUD
First Name Middle Initial Last Name

Initial Registered Office: 704 W EASTON CT
Number Street Suite No.
PALATINE IL 60067-6700 COOK
City ZIP Code County

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	10000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated JANUARY 29, 2018 704 W EASTON CT
Month & Day Year Street
PRAVEEN GOUD PALATINE IL 60067
Name City/Town State ZIP Code

Date of this notice: 01-31-2018

Employer Identification Number:
82-4232040

Form: SS-4

Number of this notice: CP 575 A

DEEPA FOODS INC
% PRAVEEN GOUD
704 W EASTON CT
PALATINE, IL 60067

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 82-4232040. 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 941	04/30/2018
Form 940	01/31/2019
Form 1120	04/15/2019

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*.

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

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 01-31-2018
() - EMPLOYER IDENTIFICATION NUMBER: 82-4232040
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
||||

DEEPA FOODS INC
% PRAVEEN GOUD
704 W EASTON CT
PALATINE, IL 60067

MUBASHAR KHAN
2142 STERLING CT
HANOVERPARK, IL 60133



OD15 799343

Certificate of Completion



MUBASHAR KHAN

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 7/16/2018

from the American Safety Council.

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

Jeff Pairan



Illinois BASSET Training

This card certifies that:

MUBASHAR KHAN

has completed the
Off-Premise BASSET Alcohol Certification



Jeff Pauran

8/15/2018

Exp. Date

FireWood
↑

looking to get this moved back outside

News

Hats

Sunglasses

Beanie
Babaies

2 Beer
Displays
Front

Window

LOW BOY

ATM	Sand	Case	Micro wave	TH CSD
				Hi-wall

12 door	vault	-
7 doors non alch		

ambiant drink /chips	
PMU	auto/pet
PMU	soap
hallmark	paper
seasonal	BATT./ ELECT.
sbt rotaion	

HABA	CANDY 3
HABA	CANDY 2
HABA	CANDY 1
bagged candy	

frito	NUTS/
frito	SEEDS
frito	MEAT
fem	

other	breakfast
other	pkg
prem	pkg
BAKE "A"	

33895

Entrance

Register

Register

Roller Grill	Hot Food Display	Chili/Chez	Nacho
--------------	------------------	------------	-------

3' gondola section for
hard liquor behind
counter

5 Beer doors

↑
↑
back room

3' Wine End Cap	
cookie	grocery
cookie	rte
nutritional bars	

ICE MERCH

FROZ. FOOD

TH ICE CRM

NOVELTY

4 BARREL

2 BARREL

FOUNTAIN

COFFEE BAR

CAPP

ICE COFFEE

Vault Sq. Ft

30' x 7.5'

360" x 90"

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5c

Title:

Recommendation to approve a Proposal for a Class A4 Liquor License for Riverlands Brewing Company, LLC, Located at 1860 Dean Street, Unit A, St. Charles.

Presenter:

Jim Keegan, Police Chief

Meeting: Government Operations Committee

Date: August 20, 2018

Proposed Cost:

Budgeted Amount:

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

This is an application request for a Class A4 Liquor License for Riverlands Brewing Company, LLC, Located at 1860 Dean Street, Unit A, St. Charles.

Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, August 20, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on September 4, 2018 for final approval.

Attachments *(please list):*

Memo, Application, BASSET Information, Site Plan, Lease, Business Plan, COI

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Proposal for a Class A4 Liquor License for Riverlands Brewing Company, LLC, Located at 1860 Dean Street, Unit A, St. Charles.



Memo

Date: 8/16/2018
To: The Honorable Ray Rogina, Mayor-Liquor Commissioner
From: James Keegan, Chief of Police
Re: Background Investigation- A4 Liquor License for Riverlands Brewing Company, LLC located at 1860 Dean Street, Unit A, St. Charles

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.

Riverlands Brewing Company, LLC located at 1860 Dean Street, Unit A, and St. Charles intends to open and operate a brewery at the above location. We have been in discussions with the applicants for the better part of a year and they have completely vetted their concept and operations with other local breweries, the State of Illinois Liquor Control Commission and our Economic Development Department. The site location/floor plans and the corresponding application materials were also reviewed by my staff. We feel this business and its unique offerings will be a nice addition to St. Charles; joining three other small breweries already approved in addition to a wine making facility.

The Community Development Department has deemed this an appropriate property classification for this use. Specifically, they described this as a brewery establishment, which is classified as "Light Manufacturing", a permitted use in M1 zoning. The tap room is permitted as an accessory use but cannot exceed 50% of the square footage of the establishment.


We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with brewery operations and on-site consumption, subject to City Council approval. They are applying for a class A-4 license.

Please see the attached material for further information.

Thank you in advance for your consideration in this matter.



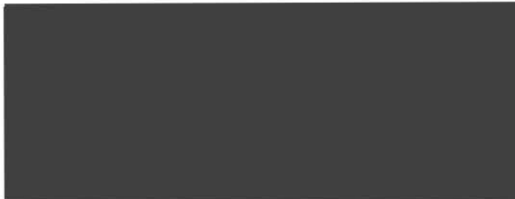
Memo

Date: 08/21/18
To: Chief Keegan
From: Commander Pierce 
Re: Riverlands Brewing Company LLC

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted by Riverlands Brewing Company LLC, for a Class A-4 liquor license. This business is to be located at 1860 Dean St Unit A.

Applicants:

Bramwell, Eric F.



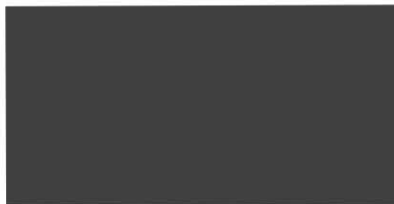
Marck, David C.



Arges, Jason D.



Marck, Stephen A.



Marck, John A.



Application:

The application was received on or around 06/27/18. The application appears to be complete, including a floor plan, lease, business plan and insurance. Included in the application are Bramwell's and David Marck's valid BASSET Certifications.

Records Checks:

All five applicants have been fingerprinted. Responses from the FBI and Illinois Bureau of Identification show nothing that would preclude any of them from holding a liquor license.

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

A check of the Illinois Liquor Control Commission showed none of the applicants hold a State liquor license.

A check of TLO and I-Clear (law enforcement databases) showed the information concerning all the applicants' identities to be accurate and no areas of concern were noted.

A check of the Illinois Secretary of State website shows Riverlands Brewing Company LLC. to currently be in good standing.

In speaking with Bramwell I learned he currently lives in Pingree Grove. Prior to this he lived in Plainfield and Aurora. A records check with these agencies showed no contacts for Bramwell.

In speaking with David Marck he advised me that he currently lives in Aurora. Prior to this David said he lived in Champaign, Urbana, and at his parents' house in unincorporated St. Charles. A records check with the Kane County Sheriff, Champaign PD, Urbana PD, and Aurora PD show no contacts that would preclude David from obtaining a liquor license.

Jason Arges's advised that he currently lives in Plainfield and has for the past 7 years. A records check with Plainfield PD showed no contacts.

Steve Marck's advised that he currently lives in Aurora and lived in DeKalb prior to this. A records check though Aurora PD and DeKalb PD show no contacts that would preclude Steve from obtaining a liquor license.

John Marck advised me that he has lived in the unincorporated area of St. Charles his whole life. A records check with Kane County Sheriff showed no contacts that would preclude John from obtaining a liquor license.

SITE VISIT:

As of this writing, construction has not started at the site, therefore no site visit has been completed. The planned opening is not until November 2018.

INTERVIEW WITH APPLICANTS:

I met with each applicant separately and all advised me essentially the same information. Riverlands Brewing is a passion for all involved. When the business first opens, Bramwell will act as the head brew master while David Marck will manage the tap room. At first Bramwell and Marck will be the primary employees until the business gets more established. It is the vision of all involved that eventually the business will be profitable enough for Arges and Steve Marck to join the business in a full time capacity. As for now these two will only be involved in a cursory way lending their computer and accounting skills as time permits. John Marck is the majority shareholder. He plans only to lend his business expertise and have little to no on-site involvement. The business plans on catering to a more established clientele with their cheapest beer offering costing \$6.00 for a 10oz glass. The business's operating hours will be Wednesday through Sunday from 12:00pm to 10:00pm. The business will not offer food. I was told this will not be a "bar", rather a tasting room establishment. The primary goal is for customers to taste the beer then buy the beer they like for offsite consumption. In speaking with John Marck, he advised Riverlands Brewing will be active in the community and plan on donating to charities in the area. They would also like to make St. Charles a destination place to visit. John informed me that even though Riverlands has not started construction on their business location, they would like to get their liquor license so they can participate in craft brew festivals. This will assist in building a client base prior to them opening the doors on Dean Street.

This concludes this background investigation. Recommend approval.

CP

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



Incomplete applications will not be accepted.
Completed applications may be submitted to:
 Two East Main Street, St. Charles, IL 60174-1984

Date Application Received: _____ New Application Renewal Application

APPLICATION CHECKLIST

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

OFFICIAL USE ONLY

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

 Signature of Mayor, Liquor Control Commissioner

 Date Issued

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

APPLICANT INFORMATION

A. Type of Business: Individual Partnership Corporation Other (explain): LLC, 5 Member/Owners

B. Business Name: Riverlands Brewing Company, LLC

C. Business Address: 1860 Dean ST Unit A ST. Charles, IL 60174

D. IL Tax ID Number: 82-1194108

E. Business Phone:

F. Business E-mail: info@riverlandsbrewing.com

G. Business Website: riverlandsbrewing.com

H. Contact Person: ERIC Bramwell

I. Title: co-owner/manager/Brewer

J. Phone No.: 630-414-6770

K. If Corporation, Corporation Name:

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

BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Type of Establishment: Package Restaurant Tavern Hotel/Banquet/Arcada/Q-Center AA Brewert with Other Taproom

B. Address applying for liquor license (exact street address): 1860 Dean ST Unit A ST Charles IL

C. Number of Parking Spaces: 15+ Additional available

D. Outside Dining s.f. [17.20.020-R]: None At open 245 sqft Planned

E. Holding Bar s.f. [5.08.010-F]: N/A

F. Total Building s.f.: Unit A 4,800

G. Total Number of Seats: 80

H. Number of Bar Seats: 19

I. Sale Counter s.f.: N/A

J. Live Entertainment Area s.f. [5.08.010-H]: N/A

K. Kitchen s.f.: N/A

L. Cooler s.f.: 416

M. Dry Storage s.f.: 130

N. Seating Area s.f.: 1,300

O. Retail/public Area s.f.: 2,060

P. Service Bar s.f. [5.08.010-O]: 160

Q. Brief Business Plan description based on type of establishment listed above: Production Brewert with Taproom Attached. The section open to the public is less than 50% of the total 4,800 sqft. Beer will be produced on the production side and sold in the taproom at the bar located in the taproom. A half wall will divide the brewert and the taproom. Eventually, Beer will be packaged and sold in retail stores. We are operating a 10 BBL Direct Fire system

MANAGER INFORMATION

Full Name, include middle initial: Eric F. Bramwell

Title: Co-owner / Manager / Head Brewer

Birthdate: [REDACTED]

Birthplace: [REDACTED]

Driver's License#: [REDACTED]

Home Phone: [REDACTED]

Home Address: [REDACTED]

Full Name, include middle initial: David C. Marck

Title: [REDACTED]

Birthdate: [REDACTED]

Birthplace: [REDACTED]

Driver's License#: [REDACTED]

Home Phone: [REDACTED]

Home Address: [REDACTED]

Full Name, include middle initial: Jason D. Argos

Title: [REDACTED]

Birthdate: [REDACTED]

Birthplace: [REDACTED]

Driver's License#: [REDACTED]

Home Phone: [REDACTED]

Home Address: [REDACTED]

Steve A. Marck

Investor / Co-owner

John A. Marck

Investor / Co-owner

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY

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

CLASS B LICENSES

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

CLASS C LICENSES

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

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

CORPORATION / PREMISES QUESTIONS

1.	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 Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, print name(s), date(s), and place(s) of naturalization:
2.	List the type of business of the applicant (5.08.070-3): Brewery
3.	Number of years of experience for the above listed type of business (5.08.070-4): 7 Years of Homebrewing, 4 months job shadow at a Brewery
4.	Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): \$
5.	Location/address and description of business to be operated under this applied for license (5.08.070-6): Class A-4, 1860 Dean St Unit A St Charles, IL 60174 Brewery and Taproom
6.	Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased
7.	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: Malcor Roofing of Illinois, Inc Address of Building Owner: 1850 Dean St St. Charles, IL 60174 Mailing Address of Building Owner (if different): Phone Number: 630-896-6479 E-mail Address: Pam@malcorroofing.com Name of Building Owner: Address of Building Owner: Mailing Address of Building Owner (if different): Phone Number: E-mail Address: Name of Building Owner: Address of Building Owner: Mailing Address of Building Owner (if different): Phone Number: E-mail Address:
8.	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 If yes, please list the business name(s) and address(es):

9.	<p>Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued.</p>
10.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, But a walkthrough is pending</p> <p>If yes, date building permit was applied for with Building & Code Enforcement:</p>
11.	<p>Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what was the disposition of the application? Explain as necessary:</p>
12.	<p>Has applicant (and all persons listed on page 1 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 1 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
13.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p style="text-align: center;">None</p> <p>Government Unit:</p> <p>Date: _____ Location, City/State: _____</p> <p>Special Explanations:</p> <p>Government Unit:</p> <p>Date: _____ Location, City/State: _____</p> <p>Special Explanations:</p>
14.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction?</p> <p><input type="checkbox"/> Yes <input 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>

15.	<p>Complete ONLY if yes was answered to the questions above (14):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____</p> <p>Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
16.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <i>LLC formed 3/18/17</i></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): _____</p>
17.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any liquor laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business(5.08.070-11)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
18.	<p>Mandatory: All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 1 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, date(s): <i>6/27/18</i></p>
19.	<p>Mandatory: Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If already furnished, date of delivery: _____</p> <p>NOTE: Insurance must be issued from May 1, 20XX – April 30, 20XX in accordance with City code 5.08.060. Request a prorated rate from your insurance company if you are applying for a new license during this timeframe.</p>

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

Yes No

COMMENTS/ADDITIONAL INFORMATION



GUILD INSURANCE

— I N C O R P O R A T E D —

17W715 Butterfield Rd - Suite F - Oakbrook Terrace Illinois 60181 - Tel (630) 613-9473 - Fax (630) 613-9674

ILLINOIS LIQUOR LIABILITY APPLICATION

PLEASE COMPLETE THE FOLLOWING QUESTIONS AND SUBMIT FOR A QUOTATION. COVERAGE NOT CONSIDERED BOUND UNTIL AFTER OUR QUOTATION HAS BEEN RELEASED AND ACCEPTED. TO OBTAIN A QUOTATION, ALL QUESTIONS MUST BE ANSWERED.

1. EFFECTIVE DATE 06/25/18 2. QUOTE? _____ 3. ISSUE? X
4. INSURED (LICENSEE) Riverlands Brewing Company
MAILING ADDRESS 1860 Dean St. Unit A, St. Charles IL 60174
5. INSURED (OWNER OF BUILDING) _____
MAILING ADDRESS _____
6. LOCATION OF RISK 1860 Dean St. Unit A, St. Charles IL 60174
HOW LONG IN BUSINESS AT THIS LOCATION? 2 months COUNTY KANE
7. ARE PREMISES LOCATED **INSIDE** **OUTSIDE** (CHECK ONE) CITY LIMITS?
8. CLASSIFICATION OF RISK (PLEASE CHECK) RESTAURANT TAVERN PACKAGE STORE
 PRIVATE CLUB DISTRIBUTOR BANQUET HALL CATERER OTHER brewing company
9. HOURS OF OPERATION: MON. _____ TUES. _____ WED. _____ THURS. _____
FRI. _____ SAT. _____ SUN. _____
10. ESTIMATED ANNUAL BAR RECEIPTS: _____ INTERNET/CAT-
BAR \$ 0 PKG. \$ 0 FOOD \$ 0 ALOG SALES \$ 0
11. IS LICENSE RESTRICTED TO BEER AND WINE ONLY? yes SERVICE BAR? tap room
12. IS THERE ANY LIVE ENTERTAINMENT? no
POOL TABLES, ELECTRONIC GAMES, ETC.? no
13. IF PRIVATE CLUB, IS THERE A HALL RENTED TO NON-MEMBERS?: na
14. PLEASE CHECK LIMIT OF LIABILITY DESIRED: \$300,000 CSL \$500,000 CSL \$1,000,000 CSL
 OTHER _____
15. HAS ANY COMPANY OR LLOYD'S CANCELLED OR REFUSED TO ISSUE OR RENEW LIQUOR LIABILITY INSURANCE ON THIS RISK DURING THE LAST FIVE YEARS? no
16. HAS THE RISK EVER HAD ITS LICENSE REVOKED? no
17. PRIOR CARRIER, POLICY NUMBER AND PREMIUM LAST FIVE YEARS na
18. CLAIM RECORD LAST FIVE YEARS no
19. IS LIMITED COMMON LAW COVERAGE DESIRED? no LIMITS: _____
- NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT FOR INSPECTION: Eric Bramwell 630-338-7391

INSURED'S
SIGNATURE &
DATE

Required to issue policy

Producer: Larry Forsberg

TEL: 815-758-4447

FAX: _____

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: Eric Bramwell Frank Manager
(First) (Last) (Middle)
Home Street Address: [Redacted]
City, State, Zip: [Redacted]
Date of Course: 4/15/18 Place Course was Taken: Online; American Safety Council
Birthdate: [Redacted] Certificate Granted: 4/15/18 Expiration: 4/15/21

Name: David Marck Carl Manager
(First) (Last) (Middle)
Home Street Address: [Redacted]
City, State, Zip: [Redacted]
Date of Course: 5/10/18 Place Course was Taken: Online
Birthdate: [Redacted] Certificate Granted: 5/10/18 Expiration: 5/10/21

Name: _____
(First) (Last) (Middle) Manager
Home Street Address: _____
City, State, Zip: _____
Date of Course: _____ Place Course was Taken: _____
Birthdate: _____ Certificate Granted: _____ Expiration: _____

Name: _____
(First) (Last) (Middle) Manager
Home Street Address: _____
City, State, Zip: _____
Date of Course: _____ Place Course was Taken: _____
Birthdate: _____ Certificate Granted: _____ Expiration: _____

NEW MANAGEMENT REQUIREMENTS

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


Certificate of Completion

**American
Safety Council**

ERIC BRAMWELL

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 4/15/2018

from the American Safety Council.


Jeff Pairan

BASSET Card



April 17, 2018



Letter ID: L1945612496

ERIC BRAMWELL
1410 BROADLAND DR.
PINGREE GROVE IL 60140

License No.: 5A-0110606
Expiration Date: 4/15/2021
License Type: Basset Card

Your "Student ID number" is: 12170595

Your "Trainer's ID number" is: 5A-0110606

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).

<p>ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD</p> <p>Date of Certification: 4/15/2018 Expires: 4/15/2021 Trainer's IL Liquor License Number: 5A-0110606</p> <p>ERIC BRAMWELL 1410 BROADLAND DR. PINGREE GROVE IL 60140</p> <p>**Card is not transferrable**</p>
--

BASSET Card



May 14, 2018



Letter ID: L1720053424

DAVID MARCK
38W498 BARB HILL DRIVE
SAINT CHARLES IL 60175

License No.: 5A-0110606
Expiration Date: 5/10/2021
License Type: Basset Card

Your "Student ID number" is: 12270930

Your "Trainer's ID number" is: 5A-0110606

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).

<p>ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD</p> <p>Date of Certification: 5/10/2018 Expires: 5/10/2021 Trainer's IL Liquor License Number: 5A-0110606</p> <p>DAVID MARCK 38W498 BARB HILL DRIVE SAINT CHARLES IL 60175</p> <p>**Card is not transferrable**</p>
--

APPLICATION FOR LATE NIGHT PERMIT

SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C

To: St. Charles Liquor Control Commission

Date:

I now possess or have applied for a liquor license Class

Applicant's Name:

Name of Business:

Business Address:

Business Phone:

SUPPLEMENTAL PERMIT APPLIED FOR

Payment of Late Night Permit fee is required at the time the permit is issued.

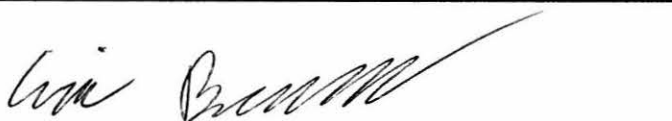
1:00 a.m. Late Night Permit – fee of \$800.00

2:00 a.m. Late Night Permit – fee of \$2,300.00

NOTE: Other permits that may be available upon request include:

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

SIGNATURES



Applicant's Signature

Liquor Commissioner hereby directs City Clerk to issue permit indicated above.

Liquor Commissioner's Signature

Date

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

Date: 08/16/18	Name of Applicant: John A. Mack et al
-------------------	--

Name of Business: RIVERLANDS BREWERY COMPANY

Address of Business: 1200 DEER ST. A	Ward Number: 3
---	-------------------

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

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

- Date on which applicant will begin selling retail alcoholic liquors at this location:
UNK
- 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
- Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?
 Yes No
- Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.)
 Yes No
- If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: Yes No

8. Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? Yes No

9. Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? Yes No

10. Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? Yes No

11. It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: Yes No

12. From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions?
 Yes No
 If no, state exceptions:

13. Have all persons named in this application been fingerprinted? Yes No
 Fingerprinted by: JEFF SULLIVAN Date: AUG 10 2018

14. Other necessary data:

SIGNATURES
ENDORSEMENTS AND APPROVALS
INVESTIGATING OFFICER

[Signature] 323 Commander
 Investigating Officer Signature Badge Number & Rank

ENDORSEMENT OF THE CHIEF OF POLICE

Recommend Issuing Liquor License: Yes No
James T. Keegan 8/16/18
 Signature Of Chief of Police Date

per C/D and E/D approvals of zoning and permissable use.

Malcor Properties, LLC
Industrial Building Lease

In consideration of the mutual covenants and agreements herein stated, Lessor agrees to lease to Lessee the premises described herein for the uses and purposes and upon the conditions and restrictions set forth herein, **IT IS HEREBY AGREED AS FOLLOWS:**

- A. **Date of Lease:** This lease is entered into April 1, 2018
B. **Term of Lease:** This lease begins on April 1, 2018 and ends March 31, 2023.
C. **Monthly Rent:** Rent will be paid monthly as described in paragraph J(a) in the amount of \$36,000/year at \$3,000/Month with the 1st Month Free and Final (2) months of Lease Free.

2% increases per year after year one.

- D. **Security Deposit:** One Month Gross Rent Due at Lease Signing

E. Location and Description of Premises:

1860 Dean Street Unit A
St. Charles, IL 60174
4800 Sqft Building Space

F. Property Zoning:

M-1 Zoning, City of St. Charles, IL

The parties to this lease have entered into the lease with the understanding that Lessee's intended businesses are permitted use in M-1 zoning. If either party is advised that Lessee's intended uses and businesses are not permitted in M-1 zoning, either party may terminate the lease.

G. LESSEE:

Riverlands Brewing Company, LLC.
Owner's Guarantee

H. LESSOR:

Malcor Properties, LLC
PO BOX 941
St. Charles, IL 60174

I. USE OF PREMISES:

The premises will be used for a Brewing business- The premises will be used for a Brewing business-Production and Sale of Beer both in an onsite tap room as well as packaged product. Lessee shall have 24 hour 7 day a week access to the unit.

Lessee shall not use or permit the premises to be used or occupied in any manner that may be contrary to any laws, statute, ordinance, governmental rules or regulation or in any manner that would violate the certificate of occupancy.

Lessee shall not engage in any activity that would cause structural injury to the premises or cause the value or usefulness of the premises, or any party thereof to substantially diminish the premises nor cause a public nuisance or waster.

Upon notice of a violation, Lessee will promptly discontinue that which led to the notice of the violation.

Lessee shall not allow the premises to be used for a purpose that will increase the rate of insurance on the building.

Lessee will not permit the building to be used for an illegal or unlawful purpose.

Lessee will not permit the building to be used in a manner that could injure the reputation of the building.

Lessee will not engage in any conduct that may increase a fire hazard to the building.

Lessee shall not change the keys to the doors unless Lessor has been provided with a copy of the key.

J. Duties of Lessee:

A. Payment of Rent: Lessee shall pay the monthly rent required in this Lease by the FIRST day of each month, starting April 1, 2018. Under the terms of the lease, the full amount is due on the FIRST unless the parties have agreed in writing to a deviation, offset or deduction.

Lessee shall pay rent to Lessor at the address set forth on page (1) unless Lessor provides Lessee in writing with another address to use for payment of rent.

B. Security Deposit: One Month Gross Rent.

C. Payment of Utilities: Lessee will pay in addition to the RENT, any and all utilities and garbage association with the building. If for whatever reason Lessor has to pay for one of Lessee's utilities or garbage that the Lessee has not paid, Lessee shall reimburse Lessor within 10 days of a written request for reimbursement.

D. Condition of Premises: Lessee has examined the premises and acknowledges the same is in good order and repair. Lessee understands and agrees it has a duty to keep the premises and the appurtenances thereto in good order and repair. If Lessee or one of its invitees causes any of the glass windows to break, Lessee shall be responsible for replacing any and all broken glass with glass of the same size and qualify as that which was broken. Lessee shall keep the premises in a clean and healthful condition according to the applicable municipal ordinance and state regulations at Lessee's

expense. Lessee shall maintain the plumbing, toilets and sinks in good order and repair, with ordinary wear and tear expected. Customary maintenance, such as changing of light bulbs, ensuring proper materials pass through the plumbing systems are the responsibility of Lessee.

- E. **Alterations of the Premises by Lessee:** Lessee shall seek the consent of Lessor for any non-structural alterations or additions to the interior space Lessee will occupy. Any personal property brought into the space and attached to the structure shall belong to Lessee and shall be removed by Lessee at the termination of the lease. Lessee shall be responsible for restoring the property to its initial condition following lease termination. Lessee shall be responsible for any and all costs associated with the alterations or additions to the premises unless Lessor agrees in writing to contribute towards the cost of the alterations or additions. If Lessee installs an addition or makes an alteration that enhances the value of the space, and the alteration or addition is likely to remain with the premises following the termination of the lease, such as a hardwood floor, as an example, Lessee understand that this shall be at it sole expense and shall not have a right of reimbursement by Lessor unless Lessor agrees to a right of reimbursement in writing. Tenant will be permitted to make additional alterations to the unit during the term with prior written approval from Landlord. All Roof penetrations/alterations will be contracted to Malcor Roofing of Illinois, Inc.
- F. **Signage or External Modifications:** Lessor will have the right to approve any exterior door, wall, window, sign, awning, canopy, or other advertising matter Lessee intends to use before it is installed. Methods of installation shall be discussed and approved by Lessor prior to installation. Any items installed by Lessee shall be maintained by Lessee in good condition and repair at all times. Lessee shall comply with any and all applicable statutes, rules and regulations that apply to signage or advertising matter. Lessee shall seek written approval from the City of St. Charles and the Condominium Association before affixing any signage or advertising matter.
- G. **Sublease or Assignment:** Lessee shall not sublease in whole or in part to any other person or entity without first obtaining the written consent of Lessor. Lessor's consent or denial shall be at the sole discretion of Lessor but shall not be unreasonably withheld.
- H. **Mechanic's Lien:** Lessee shall not permit any mechanic's lien to be placed upon the premises or any building or improvement during the term of the lease. If Lessor received notice of the filing of a Mechanic's Lien, Lessee shall be required to promptly pay or take steps to have the lien removed from the property. If Lessee, after 30 days of being notified of the lien has not paid for the same or taken steps to contest or dispute the lien. Lessor may at Lessor's option pay for the lien. If this occurs, Lessee shall owe Lessor the determined value of the lien, which shall be paid in a reasonable amount of time given the amount of the lien.

- I. **Notification at end of Lease:** Lessee shall notify Lessor 60 days in advance of the end of the lease if it intends to vacate the premises at the end date of the lease or if it intends to renew/extend the lease upon agreement of the parties.

RENEWAL OPTION: Lessee shall have on five year option to renew which can be exercised upon six months prior written notice to Lessor. Such renewal rate of will be equal to the base rate for the last year of the initial lease term plus 2%, plus an adjustment for tax increases. Each year thereafter will have a 2% increase, plus any adjustment for tax increases. Further option to renew after the second term can be discussed no later than 60 days prior to end of term two.

J. **Duties of Lessor**

- A. **Good Repair:** Lessor shall at Lessor's sole cost and expense, maintain in good condition and repair the exterior of the premises, which includes but is not limited to the exterior walls, doors, foundation, and roof. Lessor shall also at Lessor's sole cost and expense, maintain the plumbing, heating and electrical systems for the premises in good working condition. If necessary, these items shall be replaced at Lessor's sole cost. Lessor's obligation does not extend to routine maintenance of toilets and fixtures within the premises, which shall be Lessee's obligation. Should Lessee incur costs to cover an obligation of Lessor's, Lessor shall reimburse Lessee upon presentation of a bill or receipt.
- B. **Parking:** Lessor will maintain in good order, condition, and repair the parking facilities and all driveways leading to the premises. Lessor will keep and maintain the parking areas and driveways free from unreasonable accumulation of snow. Lessor will maintain the lawn and landscaping in a neat and orderly fashion.
- C. **Payment of Mortgage/Real Estate Taxes:** Lessor shall pay any and all real estate taxes and other local assessments. If there are any mortgage obligations against the premises, Lessor shall pay in a timely manner any and all mortgage obligations.
- K. **Insurance:** Each party, Lessee and Lessor, have duties to provide insurance coverage to protect each party in the event of a lawsuit and in the event of the negligence of the other that may affect occupancy of the premises. Each Party will provide a copy of insurance during the duration of the lease.

Both parties agree to waive rights of subrogation against the other party.

Lessee' Insurance Obligation:

- A. Lessee's obligation to provide Property Insurance:** Lessee shall provide property insurance coverage in such amounts as Lessee deems necessary in connection with insuring any of Lessee's furniture fixtures, personal property, and other equipment incident to its use of the property that may be located in, on or about the premises against loss or damage by fire, theft, loss or other damage to property at replacement costs. Lessee understands that Lessor is not obligated to provide any insurance coverage for Lessee's personal property. Lessee understands that Lessee is responsible for providing business interruption insurance in the event of damage by fire, theft, loss, or other damage to property. Lessee shall provide property insurance on the spaces, improvements and betterments within the premises, including those that have been added to or constructed for tenant occupancy.
- B. Lessee shall provide Casualty/Liability Insurance:** Lessee shall provide general liability insurance against claims for personal injury, death or property damage occurring on, in, in or about the premises. Such insurance shall afford protection to Lessee and Lessor and shall provide coverage in the combined single limit of \$1,000,000 for bodily injury and/or property damage. Lessor shall be added as an additional insured under Lessee's insurance policy. Lessee shall provide a certificate of insurance to Lessor within 14 days of occupancy. **Tenant at all times will maintain Liquor Liability Insurance and the Insurance Company will notify landlord of any laps in coverage.**
- C. Waiver of recovery:** To the extent of the coverage by Lessee's insurer, Lessor waives, releases and discharges Lessee and its agents, employees, and servants, from all claims or demands whatsoever which Lessor may have or acquire arising out of the damage to or destruction of the premises or loss of use thereof, occasioned by fire or other casualty, whether such claim or demand may arise because of the negligence or fault of Lessee, or its agents, employees, servants customers, or business invitees or otherwise, and Lessor agrees to look to the insurance coverage only in the event of such loss.

If there is a claim against Lessee's insurance policy due to an act or omission of Lessor, its agents, employees, servants, customers or invitees, and all or any portion of Lessee's loss is "deductible", Lessor will pay to Lessee the amount of such deductible loss.

Lessor's Insurance Obligations:

- D. Lessor shall maintain property insurance:** Lessor shall keep the premises insured in an amount equal to the full replacement value of the building against loss

or damage by fire and such other risks that are customarily covered with respect to buildings and improvements similar in construction, locations use, occupancy and design to the premises, including but not limited to windstorm, hail, explosions, vandalism, mischief or civil commotion.

- E. **Lessor shall maintain casualty/liability insurance:** Lessor shall provide general liability insurance against claims for personal injury, death or property damage occurring on, in or about the premises. Such insurance shall afford protection to Lessee and Lessor and shall provide coverage in the combined single limit of \$1,000,000 for bodily injury and/or property damage. Lessee shall be added as an additional insured under Lessor's insurance policy. Lessor shall provide a certificate of insurance to Lessee within 14 days of occupancy.
- F. **Waiver of recovery:** To the extent of the coverage by Lessor's insurer, Lessee waives, releases and discharges Lessor and its agents, employees, and servants, from all claims or demands whatsoever which Lessee may have or acquire arising out of damage to or destruction of the premises or loss of use thereof, occasioned by fire or other casualty, whether such claim or demand may arise because of the negligence or fault of Lessor or its agents, employees, servants, customers, or business invitees or otherwise, and Lessee agrees to look to the insurance coverage only in the event of such loss. If there is a claim against Lessor's insurance policy due to an act or omission of Lessee, its agents, employees, servants, customers or invitees, and all or any portion of Lessor's loss is "deductible", Lessee will pay to Lessor the amount of such deductible loss.
- L. **Indemnification:** Each party to this Lease, Lessee and Lessor, agrees to indemnify, protect, defend, and hold harmless the other party, its directors, shareholders, members, agents, employee harmless from and against any and all claims, costs, expenses, liabilities, actions and damages, including attorney's fees and costs on behalf of any person or persons arising from any breach or default on the part of the other party in the performance of any covenant or agreement on the part of either party to be performed pursuant to the terms, of the lease arising from any act of negligence on the part of the other party, its directors, officers, shareholders, members, agents, employees to any person, firm or corporation that occurs during the term of the lease in or about the premises, including reimbursement of reasonable attorney's fees incurred by either party for defending a claim or negotiating a resolution of a claim.
- M. **Fire and Casualty:** If the premises becomes untenable during the term of this Lease by fire or other damage to the premises, Lessor at its option may terminate the lease or repair the premises within 60 days thereafter. If lesser elects to repair the premises, the lease remains in effect provided the repairs are completed within 60 days. Even if Lessor intends to repair the premises, Lessee shall have the right to terminate the lease if more than 50% of the leased space is untenable. If Lessee wishes to terminate the

lease, Lessee shall give written notice to Lessor. If Lessor has not repaired the premises within the 60 days, the lease shall terminate. Rent shall be apportioned to the date of the fire or casualty. All of Lessee's obligations under the Lease from the date of the fire or property damage shall abate during the period that the premises are untenable, including rent.

- N. **Lease Assignment:** Lessor reserves the right to assign this Lease. If Lessor sells the premises, the sale of the premises shall operate to release Lessor from any future liability upon the terms and conditions of this Lease. Lessee shall look solely to the successor in interest of Lessor. The terms of the lease will not be affected by the sale or conveyance.
- O. **Lessor's Access to Premises:** Upon 48 hours prior notice to Lessee, except in case of emergency, Lessee will allow Lessor free access to the premises for the purpose of examining or exhibiting the same, or to make any repairs required by Lessor under this lease. Lessor may place "For Rent" sign on or about the property for the last 60 days of the lease if Lessee does not intend to re-rent the property or extend the lease. Lessor has the right to place a "For Sale" sign on the premises at any time.
- P. **Abandonment & Re-Letting:** If Lessee abandons or vacates the premises or of Lessee's right to occupy the premises is terminated by Lessor as a result of Lessee breaching any of its obligations under this lease, Lessor shall use reasonable efforts to re-let the same for such rent and upon such terms as Lessor may reasonable deem fit.
- Q. **Holding Over:** If at the end of this Lease, Lessee does not turn over possession of the premises to Lessor, this lease shall continue month to month and the terms of this lease will continue to be in effect month to month. If Lessor has notified Lessee 60 days before the end of the lease that it will not permit any holding over, the lease will terminate on its end date and if Lessee holds over any way, Lessee will pay in addition to monthly rent, an additional \$50.00 per day for each day Lessee wrongfully holds over occupancy of the premises.
- R. **Default:**
- A. If Lessee fails to pay rent timely as required in this lease, Lessee is in default. Lessee shall have five days to cure the default upon a written notice from Lessor.
 - B. If Lessee breaches any other obligation in this lease, Lessee shall have 30 days to cure the breach or such other time as deemed reasonable to cure the default upon a written notice from Lessor.
 - C. If Lessor breaches any obligation it has in this lease, Lessor shall have 30 days to cure the breach or such other time as deemed reasonable to cure the default upon a written notice from Lessee.
 - D. Failure to cure a default shall result in a termination of the tenancy between the parties and allow either party to file a lawsuit to terminate the lease.

S. Remedies:

- A. Upon the occurrence of a default, either party may exercise any one or more remedies that he/she may have under the terms of the Lease, in law or in equity.
- B. Lessor can seek possession of the premises as provided in law or equity.
- C. If Lessor is granted possession of the premises as provided by a court order, Lessor is authorized to move Lessee's property to a rental unit. Lessee shall be responsible for any and all storage costs of Lessee's property. Lessor shall not be liable or responsible for any damages resulting to Lessee's property that is moved to a storage unit.
- D. Lessor shall be entitled to recover all damages that may have occurred to the property resulting from Lessee's occupancy.
- E. If Lessor has to find another tenant due to Lessee's breach of the lease or Lessee's abandonment of the property, Lessee agrees to reimburse Lessor's reasonable expenses in connections with re-letting the property that Lessor occurs up and above normal expenses incurred in letting the property.
- F. Lessee shall pay for any damages to the property that exceeds normal wear and tear.
- G. Attorney Fees: Either party is entitled to reasonable attorney fees and costs that are incurred as a result of seeking enforcement of the terms of this Lease.
- H. If Lessor accepts payment of rent after a time that Lessor has served a notice of default upon Lessee or if Lessor has commenced legal proceedings against Lessee, Lessor may continue to accept rent from Lessee. The acceptance of rent shall not serve to cure any default of Lessee and shall not waiver or affect the notice of default, the litigation or any judgment rendered by the court.

T. Miscellaneous Provisions:

- A. Plurals: The words Lessor and Lessee found within this document shall be construed to mean Lessors and Lessees if more than one person constitutes either party to this Lease. All of the covenants and agreements contained in this lease shall be binding upon and inure to their respective heirs, successors, executors, administrators and assigns.
- B. Applicable Law: The Lease shall be governed by the laws of the State of Illinois. If any provision of this Lease is prohibited by or deemed invalid under applicable law, such provision may be stricken without invalidating the remaining provisions of the Lease.
- C. Authorization: If either party is a corporation, partnership, LLC or other entity the person signing the Lease represents that he has the authority to enter into the lease on behalf of the entity.
- D. Neither party will record the lease without the written authorization of the other.
- E. All parties signing this Lease are jointly and severally liable for all obligations of the Lease.

F. Any notices required under this agreement, will be in writing and served by mail to the addresses of each party set forth on page one, email, or personal delivery to any of the persons signing the Lease.

U. Modifications:

This Lease can only be modified or amended by an agreement in writing signed by the parties to this Lease.

V. Miscellaneous

All notices to be given hereunder shall be in writing and delivered to the party entitled thereto in the manner prescribed for notices in the Contract. This Agreement may not be assigned by either party without the prior written consent of the other. In the event any phrase, sentence, paragraph, term or provision hereof is held to be illegal, unenforceable or void, such phrase, sentence, paragraph or term or provision shall be deemed excised here from; provided, however, in such event the parties hereto covenant and agree to reform this Agreement, in writing, to the fullest extent legally allowable to carry out the purposes and intent hereof. Time is of the essence of this Agreement. This Agreement inures to the benefit of that binds the parties hereto, their heirs, successors, personal representative, and assigns.

W. Use of Premises to Detriment of Other Units or in furtherance of a criminal offense; Lease void at option of Lessor or assignee

If any lessee or occupant, on one or more occasions, uses or permits the use of lease premises for the commission of any act that would constitute a felony or a Class A misdemeanor under the laws of the State of Illinois, this lease or rental agreement shall, at the option of the Lessor or the Lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as if the Lessee is holding over after the expiration of his or her term.

If any lessee or occupant, on one or more occasions, uses or permits the use of leased premises to the disturbance of other adjacent units within or adjacent to the demised premises, then this lease or rental agreement shall, at the option of the Lessor or the Lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as if the Lessee is holding over after the expiration of his or her term.

X. Default or Breach of Contract

It is further expressly agreed between the parties, that if default shall be made in the payment of the rent above reserved, or any part thereof, or if any of the covenants or agreements herein contained to be kept by the Lessee or Lessee' heirs, executors, administrators or assigns, it shall be lawful for Lessor or Lessor' legal representatives to re-enter into and upon said premises, or any part thereof, either with or without process of law, and may repossess the same, and to distrain for any rent that may be due thereon, at the election of Lessor; and in order to enforce a forfeiture for non-

payment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day, or at any time or any subsequent day, shall be sufficient; and after such default shall be made, the Lessee shall be deemed guilty of forcible detainer of said premises under applicable laws of the State of Illinois.

If Lessor is made a party defendant to any litigation concerning this lease or the leased premises or the occupancy of the premises by Lessee, then Lessee shall indemnify Lessor against all liability by reason of such litigation, including reasonable attorneys' fees and expenses incurred by Lessor in any such litigation whether or not any such litigation is prosecuted to judgment. If Lessor commences an action against Lessee to enforce any of the terms of this lease, because of the breach by Lessee of any of the terms of this lease, for the recovery of any rent due under this lease, or for the unlawful detainer of the leased premises, Lessee shall pay to Lessor reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. If Lessee breaches any terms of this lease, Lessor may employ an attorney or attorneys to protect Lessor's rights under this lease, and in the event of such employment following any breach by Lessee, Lessee shall pay Lessor reasonable attorneys' fees and expenses incurred by Lessor whether or not an action is actually commenced against Lessee by reason of such breach.


Y. Partial Invalidity of Contract

It is understood and agreed by the parties to this contract that if any of the provisions of the contract shall contravene, or be invalid under, the laws of the State of Illinois, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Z. Merger Clause

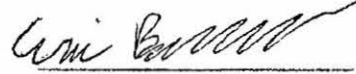
The parties to this contract intend this writing to be the final, complete, and exclusive expression of all the terms of their agreement. No course of dealing or usage of trade or course of performance may be used to supplement or explain the terms of this agreement or the obligations and rights of the parties to this agreement.

LESSOR

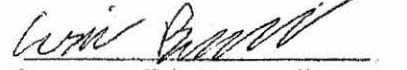


Malcor Properties, LLC
Pam Theisen

LESSEE



Riverlands Brewing Company, LLC



Guarantor- Eric Bramwell

Form LLC-5.5	Illinois Limited Liability Company Act Articles of Organization	FILE # 06186491
Secretary of State Jesse White Department of Business Services Limited Liability Division www.cyberdrivellinois.com	Filing Fee: \$500 Expedited Fee: \$100 Approved By: <u>TLB</u>	FILED MAR 18 2017 Jesse White Secretary of State

1. Limited Liability Company Name: RIVERLANDS BREWING COMPANY LLC

2. Address of Principal Place of Business where records of the company will be kept:
 [REDACTED]

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:
 [REDACTED]

5. Purpose for which the Limited Liability Company is organized:
 "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

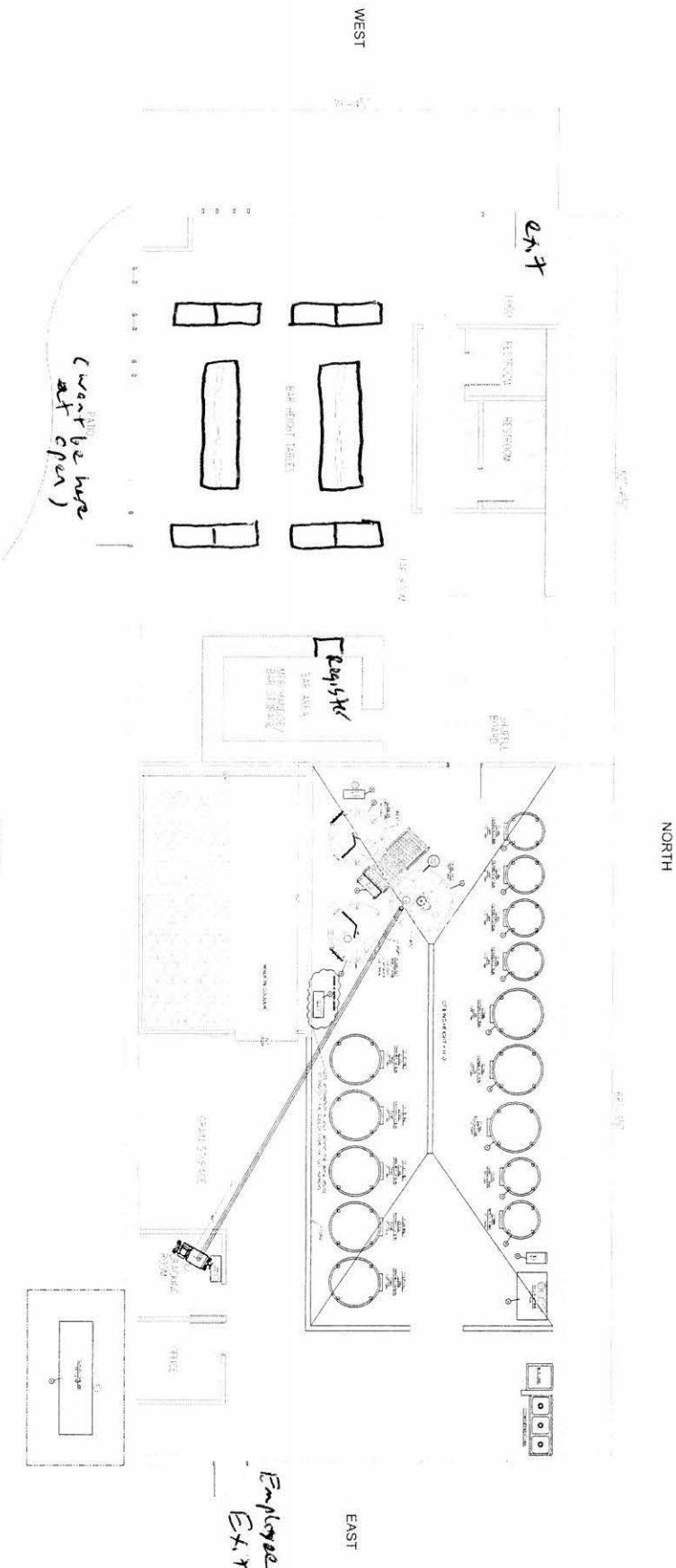
6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).
 [REDACTED]

8. **Name and Address of Organizer**
 I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MARCH 18, 2017 [REDACTED]

THE INFORMATION AND CONSULTING ENGINEERING FIRM OF COLLETT & ASSOCIATES, INC. HAS BEEN SELECTED BY THE CLIENT TO PROVIDE ARCHITECTURAL SERVICES FOR THE PROJECT. THE CLIENT HAS REVIEWED AND APPROVED THE ARCHITECTURAL SERVICES AGREEMENT AND THE ARCHITECTURAL SERVICES AGREEMENT HAS BEEN SIGNED BY THE CLIENT AND THE ARCHITECT. THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DO NOT INCLUDE THE OBTAINING OF PERMITS OR THE OBTAINING OF FINANCING. THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DO NOT INCLUDE THE OBTAINING OF PERMITS OR THE OBTAINING OF FINANCING. THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AND DO NOT INCLUDE THE OBTAINING OF PERMITS OR THE OBTAINING OF FINANCING.



NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	REWORKED IN NEW BUILDING PLAN			
2	REWORKED			
3	REWORKED			
4	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
5	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
6	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
7	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
8	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
9	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
10	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
11	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
12	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
13	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
14	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
15	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
16	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
17	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
18	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
19	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
20	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
21	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
22	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
23	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
24	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
25	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
26	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
27	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
28	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
29	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
30	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
31	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
32	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
33	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
34	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
35	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
36	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
37	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
38	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
39	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
40	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
41	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
42	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
43	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
44	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
45	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
46	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
47	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
48	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
49	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			
50	REWORKED IN NEW HOUSE PLAN IN WEST SIDE MAIN ENTRANCE			

10881 BREW HOUSE FLOOR PLAN
 ROYALDA'S BREWING
 ST. CHARLES, IL

Project No. 12548-FP
 Quantity 1

Quality Task Solutions
 605 Avenue M
 St. Charles, IL 62266
 Phone: 618-735-1100

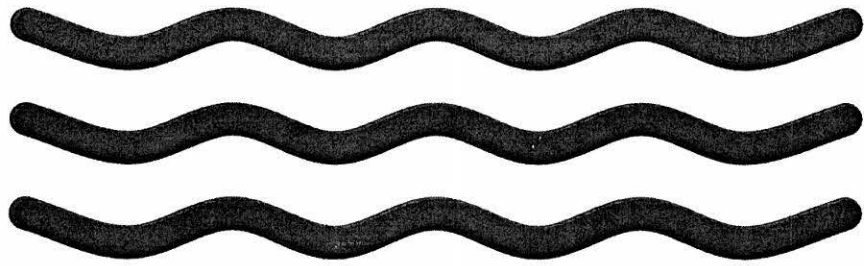
DATE: 12/15/11

APPROVALS:

DESIGNER	IN	DATE	12/15/11
CHECKER	IN	DATE	12/15/11
DATE	12/15/11	SCALE	AS SHOWN

12548-FP

1 of 1



RIVERLANDS
BREWING COMPANY

Business Plan

Table of Contents

- I. Executive Summary**
- II. Equity Investors**
- III. Business Description**
- IV. Industry Outlook**
- V. Marketing Plan**
- VI. Craft Brew Menu**
- VII. Management Plan**
- VIII. Taproom Details**
- IX. Financial Information**
- X. Floor Plan**

I. Executive Summary

Straddling the scenic Fox River, St. Charles is a charming small community with the appropriate slogan of The Pride of the Fox. The residents of St. Charles are blessed with a wide variety of entertainment choices available for people of all ages. St. Charles is also a destination for visitors, who come from near and far, to attend numerous themed festivals, trendy restaurants, and a host of other cultural events held throughout the year. St. Charles has a well educated affluent population of 33,471 residents, with an average household income of \$117,271, a median household income of \$89,637 and an average disposable income of \$83,429. St. Charles has one of the highest rated school districts in Illinois. The two high schools are in the Top 50 in Illinois.

Although St. Charles already has a vibrant entertainment scene with the popular Arcada Theatre, Steel Beam Theatre, Pheasant Run Resort and a host of upscale restaurants, it lacks in the new cornerstone of a growing number of communities; a brewery that makes and sells craft beer. There are three breweries in the Tri-City area. Penrose in neighboring Geneva, a very small brewery in Batavia and a nanobrewery in St. Charles that will open in the summer of 2018. There are no other breweries within eighteen miles (a 30 minute drive) of St. Charles. Clearly, the Fox River Valley area is underserved in the craft beer market, the second fastest growing industry in the United States. Riverlands Brewing Company has been created to fulfill the growing demand for handcrafted beers in the Tri-Cities area. Another important goal of Riverlands Brewing Company will be to assist a local charity with funding to preserve and protect the Fox River.

Riverlands Brewery will serve the seven communities along the Fox River, from Elgin to Aurora, with a combined population of 411,017. If you include the nearest communities east and west of St. Charles, the number of potential customers exceeds a half million people. Although Riverlands will focus on organic growth in the Tri-Cities area initially (who are more likely to be repeat customers), craft beer tourism is expected to bring enthusiasts to St. Charles from afar to sample and purchase hand crafted full flavored craft beers.

For the past two years, St. Charles has been the host of the Tri-Cities Craft Beer Festival. This festival, which attracts hundreds of craft beer enthusiasts (of all ages), features craft beer from eighty local and national breweries. Riverlands Brewing will pour three of our best craft beers at this festival.

Riverlands Brewing Company will offer an eclectic mix of handcrafted beers, which will be produced and sold in a warm and inviting river themed taproom. The craft beer will be made with a brand new American made ten barrel brewhouse and nine fermenters and brite tanks.

No prepared food will be offered by the brewery. However, food will be available from several nearby restaurants which offer delivery to the brewery. Food trucks will occasionally visit and offer casual fare at reasonable prices.

At some time in the future (with city approval), Riverlands Brewing would like to add a small patio, with outdoor seating, on the south side of the brewery.

Riverlands Brewing Company is located in a small industrial park on the far west side of St. Charles. The brewery will employ two full time employees and two part-time employees. The two full time employees will be Eric Bramwell, Head Brewer and Dave Marck, Retail Sales, Distribution and Taproom Manager. Both managers are equity investors in Riverlands Brewing. The two part time employees will be servers with extensive knowledge of craft beer and of Riverlands craft beer. The other three investors are Jason Arges, Sales, Marketing & Technology Manager; Steve Marck, Finance and Accounting Manager and Andy Marck, Principal Investor. Andy Marck has lived in St. Charles for fifty-eight years.

II. Equity Investors

Riverlands Brewing Company is a self funded business that is entirely owned by the five equity investors. All five investors will take an active role in the management of the business. The diverse backgrounds and experience of the equity investors will contribute to the success of Riverlands Brewing Company.

Each equity investor brings two unique skill sets and a valuable personality trait to Riverlands Brewing Company. These skill sets, combined their distinct personality traits, when focused on the startup, will provide the necessary drive and perseverance needed to start, sustain and grow the new business.

Eric Bramwell - Head Brewer

Craft Beer Production Experience/Craft Beer Connections.....Creativity

Starting off as an avid homebrewer, Eric realized that his love for brewing and making hand crafted craft beer could be much more than just a hobby. After Eric received a Bachelor's Degree in Criminal Justice at Illinois State

University, he began his journey into the rich and innovative world of homebrewing. While working as a criminal investigator, Eric spent the majority of his free time dialing in recipes and techniques on a small scale. Eric then went on to apprentice under Head Brewer Shaun Berns at More Brewing Company in Villa Park, IL to gain experience in brewing on a commercial level. Opening his own brewery has been a dream of his ever since he brewed his first batch of beer on his stove.

Dave Marck - Sales and Distribution/Taproom Management

Retail Management Experience/Craft Beer Distribution Knowledge..Charm

Dave brings over ten years of sales and distribution experience in the wine, spirit, and craft-beer industry. After working for and later managing two upscale independent liquor stores, Dave earned a reputation for his extensive knowledge of fine wines and hand crafted beers. In a major career move to Binny's, the largest beverage retailer in the midwest, five years ago, Dave quickly earned several promotions because of his thorough knowledge of retail store management and the wine, spirits and craft beer industry. Dave developed many business relationships with key players in the retail store and distribution of the craft beer industry.. Dave will utilize his retail management experience to oversee the taproom as well as connections in the distribution channels for his go-to-market sales strategy of Riverlands packaged products.

Steve Marck - Finance & Accounting

Small Business Start Up Experience/Financial & Operations Exp.....Savvy

Steve Marck earned a BS in Marketing from Northern Illinois University, with a minor in Economics. After completing college, Steve worked for Fifth Third Bank where he worked his way up from a teller, to Assistant Branch Manager where he focused on high net worth clients and small business accounts. He has spent the last five years working as the chief finance, administration, and ecommerce officer of a small toy manufacturer. Steve will be the Controller for Riverlands Brewing, focusing on process management and implementation, operations support as well as cost containment.

Jason Arges - Sales, Marketing & Technology

Sales & Marketing Experience/IT Knowledge.....Innovation

After graduating from Northern Illinois University, Jason embraced sales, marketing and management roles with Enterprise Holdings and the American

Hospital Association. He currently serves as a Sales Director for Vibes, a leading mobile marketing firm in downtown Chicago.

In addition to investment funding, Jason will provide Riverlands with website development, expertise in social media, product development, promotional marketing, and information technology.

Andy Marck - Principal Investor

Sales Management Experience/Financial Resources.....Wisdom

After earning a BS in Marketing from Northern Illinois University, Andy Marck began a career in sales management with Procter & Gamble, Unisys (formerly Burroughs Corp.), The Jel Sert Co. and U. S. Can. After forty long years as a road warrior, he gave retirement a try in 2015, to no avail. Eager to start his own brewery (but unable to find time while working for others), Andy asked his sons to introduce him to Eric Bramwell, a long time home brewer, to propose a partnership to achieve their mutual dream of opening a brewery. As the principal investor, Andy will provide financing, management experience as well as short and long term planning.

III. Business Description

A. Location

Riverlands Brewing is located in a small industrial park at 1860 Dean Street Unit A, St. Charles, Illinois 60174. The building is within the city limits of St. Charles. The city has approved the site for use as a brewery. The office condo consists of two 4,800 square foot units separated by a cinder block wall for a total of 9,600 square feet. The brewery will occupy one half of the building.

Riverlands Brewery is strategically located on Dean Street, one block east of Randall Road and ½ mile north of Main Street (North Avenue). The brewery is in the second office condo, on a small private street, just off Dean Street. The building has ample parking for customers in the front of the building as well as for employees who will park at the rear of the building. The private road, parking and other mutually owned property is maintained by the office condo association. Each condo owner or lessor is on the board of the office condo association.

B. Demographics

The demographics and other statistics below were culled from a publication titled "St. Charles - Pride of the Fox" printed by the Daily Herald newspaper,

dated May 2017 and West Suburban Living magazine, dated May 2017 as well as the website of the City of St. Charles.

Total Population: 33,471

Minimum Education:

High School Diploma 93%

Bachelor's Degree

Median Household Income (\$/yr): \$84,993 (July 2016)

Average Household Income: \$117,271 (July 2016)

Median Home Value: \$289,450 (2016)

Major Events: Nine (Spanning all seasons)

Performance Venues and Theaters: 5

Home of the Kane County Fairgrounds & Monthly Flea Market

St. Charles is a destination for visitors and citizens alike, who attend nine major annual events, which makes the town an ideal location for a brewery. The demographics of St. Charles make the city a great location for a brewery. The population has a high disposable income, coupled with a high level of education, which are favorable demographics for a brewery. Although craft beer is enjoyed by adults of both genders and of all ages, the target customer of most craft beer manufacturers is a young adult (typically in their thirties), gainfully employed in a higher paying occupation and with an above average disposable income. To craft beer enthusiasts, the higher price of craft beer, for more expensive ingredients and handcrafted unique styles of beer is worth every extra penny. To them, it is all about the beer. And to Riverlands as well.

C. Management

Riverlands Brewing Company will fill two key management positions, the Head Brewer and the Sales and Distribution Manager and Taproom Manager, with equity investors. Both employees will play a key role in satisfying their customer's desire for high quality craft beer in a warm and inviting atmosphere. Both employees will offer excellent customer service, will welcome and interact with the customers in an effort to become personally connected to our customers.

Eric Bramwell, Head Brewer, will be responsible for brewery operations, product consistency and integrity as well as new product development. Eric will prepare a production schedule to ensure that supply meets demand for a

rotating menu of mainstay and seasonal craft beer as well as an occasional new release. In his role of buyer of all raw ingredients, Eric will be responsible for securing long term contracts for hops, barley and grain as is needed to insure a steady supply of ingredients.

Dave Marck, in his role of Tap Room Manager, will manage taproom personnel, capture and maintain daily sales records using a POS system, coordinate special events and insure the servers provide outstanding customer service. Dave, in his role of Sales and Distribution Manager, will be responsible for our early package sales initiatives as soon as production capacity allows for retail distribution.

Riverlands Brewing will need a financial officer, on a part time basis, to update financial records in Quickbooks, process payroll, accounts payable, pay liquor taxes, generate sales and inventory reports, and prepare reports for state and federal income taxes. Steve Marck will assist as needed to fulfill the role of Financial Officer.

D. Competitive Landscape

The owner/operators of breweries that make up the craft beer industry are a unique breed of entrepreneurs who co-exist peacefully and collaborate with one another to encourage growth of the craft beer industry. These entrepreneurs gladly share their learned experiences and knowledge to help new and existing members. They possess a mutual belief that there is plenty of market share to be gained from the two multinational macro breweries, which control over 80% of the total volume of beer sold in the U.S., for all craft beer breweries to be prosperous and continue strong growth in sales. Riverlands Brewing Company embraces this belief, has benefited greatly from the sharing of other established breweries and intends to help other breweries in the Tri-Cities and beyond.

With Eric Bramwell's expertise making the leading styles of craft beers, Riverlands expects to capitalize on the enormous growth in sales of cutting edge craft beer in the Tri-Cities market. Riverlands will be the only brewery in the Tri-Cities area that specializes in New England style hoppy IPA's, refreshing fruity sours and vanilla, coffee and chocolate flavored stouts.

Penrose Brewing is located in neighboring Geneva, IL. Penrose specializes in belgian style and wild yeast styles of craft beer, styles that Riverlands does not intend to specialize in. Riverlands has reached out to the owners of Penrose to propose collaborative marketing efforts of our different styles of craft beer. Penrose agreed to explore marketing initiatives for our mutual benefit.

D & G Brewing Co., a nanobrewery scheduled to open in the summer of 2018, will make four traditional styles of craft beer; adhering to strict to beer style guidelines. They purchased a five barrel brewhouse and two fermenters which will provide sufficient capacity to satisfy taproom sales, but not enough volume for retail distribution. Since the different style will help differentiate us in the market, and we will not have to compete with them for local taps. Riverlands has also reached out to D & G Brewing to explore possible collaborative marketing efforts of our different styles of craft beer. They were receptive to the idea.

Energy City Brewing, is a nanobrewery in Batavia, that makes unique styles of craft beer, but they only have enough capacity for limited quantity monthly bottle releases. They do not have any full time employees, a taproom or retail distribution. They are only open one day per month to sell their monthly bottle releases.

Other communities with a local brewery are Sycamore, Crystal Lake, Barrington, Aurora, Warrenville, Lombard, Naperville and Oswego. All of these breweries are over thirty minutes away or further. None of these breweries have had an adverse effect on Penrose, which has been open for several years, nor are they expected to have a negative impact on the success of Riverlands Brewing Company.

E. Products

See Beer Menu below. Riverlands Brewery will offer logo merchandise for sale. Logo merchandise will be various types of clothing, such as collared shirts, T-Shirts, ball caps, crowlers (large aluminum cans), glass growlers, free logo coasters and other popular promotional products.

F. Pricing

Riverlands Brewing will price our handcrafted beer in accordance with market factors and competition, but with sufficient margins to maintain a profitable business. Four price brackets; Flights (a selection of sample sizes), low alcohol content, medium alcohol content, high alcohol and "new release" of specialty beer pricing will be utilized to compensate for the higher cost of raw materials required to make higher alcohol beers. A 10 oz. glass will be priced at \$5.50, \$6.00 and \$7.00 depending on the style of craft beer. This price strategy will apply across all serving sizes, except flights. Serving sizes are 5 ounce sample/flight glasses, 10 ounce glasses for a small pour and higher alcohol beer, and 16 oz a full pour of lower and medium alcohol beer. Promotional pricing, if used at all, would be limited to special events or unique situations.

Riverlands Brewing will be priced competitively with other breweries in the Tri-Cities area, but craft beers are always priced higher (due to the higher cost of raw materials) than mainstream beers from the macro breweries. Carryout containers, such as crowlers (32 oz.) and growlers (64 oz.) will be priced lower than taproom prices to encourage carry out sales.

IV. Industry Outlook

The craft beer industry is young, vibrant and growing fast. Craft breweries were virtually non-existent until the late 1970's in the United States. A few very large national breweries dominated the American beer industry, primarily offering light flavored lagers, with little variation in taste, flavor and appearance from one beer to another. Craft beer enthusiasts turned to home brewing to satisfy their thirst for full flavored specialty beers not offered by the macro brewers. Many of the early home brewers became pioneers of the craft beer industry. By opening microbreweries in their local community, writing "how-to" books and forming local guilds devoted to the craft beer industry, awareness and interest grew quickly across the nation. The following statistics highlight the rapid growth of the craft beer industry in the United States.

- Craft beer is the second fastest growing industry in the United States.
- In the past decade, the number of breweries in the U.S. has grown from 1,500 to over 6,300.
- In 2017, almost 1,000 new breweries opened in the United States.
- Ten years ago, craft beer represented less than 4% of the U.S. market.
- Craft beer now represents over 13% of the volume of beer sold in the U.S.
- The craft beer industry's goal is to reach a market share of 20% by 2020.
- Craft brewers produced 25.4 million barrels (1 BBL = 33.5 GL) in 2017 with an estimated \$26 billion in retail sales value.
- Craft beers' average growth has been 14% in each of the last four years.
- The craft beer industry grew 18% percent in 2013 and 2014. Craft beer sales continue to grow at a double digit rate every year.
- The North American Beer Association has seen a 30-40% growth of new breweries every year for the last eight years. It is estimated were over 150 craft breweries in the state of Illinois in 2016.
- Membership in the Illinois Craft Brewers Guild has tripled in the past five years. Many of the new members are suppliers, retailers, service suppliers, professionals and, of course, new craft breweries.

The statistics above were culled from articles about the growth of craft beer industry in the Chicago Tribune newspaper from 2015 - 2017.

V. Marketing Plan

Riverlands Brewing Company will invest substantial capital and marketing efforts to insure a successful launch of the new brewery. Management is committed to continued funding of diverse marketing programs to achieve rapid growth of the brewery initially and long term. The marketing programs will be tailored to promote customer loyalty and frequent visits by locals as well as to encourage visitors from afar. The goal of the initial marketing programs will be to create awareness of Riverlands Brewing Company, encourage repeat visits and develop a loyal following of craft beer enthusiasts. Subsequent marketing initiatives will focus on a customer loyalty program, called The Paddle Club, announce releases of special seasonal craft beer offerings and special events. Riverlands Brewing will be a responsible corporate citizen that adds economic and cultural value to the community of St. Charles.

- Press releases to regional and local media outlets.
- Advertisements in the St. Charles Chronicle and Daily Herald newspapers prior to the grand opening of the taproom.
- Announcements and frequent updates on social media. Riverlands Brewing has had accounts on Facebook, Instagram and Twitter for over one year. Riverlands Brewing has been building buzz with frequent posts on Untapped and Beer Advocate.
- Membership in the leading trade association for craft brewers. Riverlands Brewing has been a member of The Brewers Association since June 2017.
- Participation in local craft beer festivals, starting with the festivals in the immediate area first, then expanding participation in conjunction with beer production capacity. Riverlands Brewing participated in the Tri-Cities Craft Beer Festival on June 9, 2018 in the home brewing pavilion.
- Participation in community events, sponsoring events at a local charity devoted to preserving the Fox River and potential sponsorship of a local sports team.
- An informative website and mobile webpage, that is easy to navigate, with information on new releases, special events, participation in craft beer festivals and the launch of the Paddle Club, a customer loyalty program.

In addition to the initial traditional marketing, Riverlands Brewing Company will focus on social media and word of mouth marketing to create buzz for our handcrafted beers. Craft beer aficionados can follow Riverlands Brewing on Facebook, Instagram and Twitter. The website will be frequently updated with new information, and announcements of new releases. By communicating with other brewers and marketers on Untapped/Beer Advocate for several years, Eric has created buzz about his brewing methods, unique craft beers, and his plans to open a brewery. Three months prior to opening, the website will be updated to announce the launch of Riverlands Brewing Company. Visitors to our website will be able to view pictures of the new brewery, the styles of craft beer, hours of operation and other details not available on the website earlier. Visitors to the website can interact with Riverlands Brewing Company, by sending a message via info@riverlandsbrewing.com. They will receive a response from a Riverlands employee within 24 hours of sending the message.

VI. Craft Beer Menu

Riverlands Brewing Company will make a wide variety of hand-crafted beers. Eric has developed over 25 different finished beer recipes encompassing a wide variety of styles that will be featured in a regular rotation. Riverlands plans to maintain between 6 to 12 beers on tap at a time. The brewery's specialty is the New England Style of hazy hoppy IPA beers. The rest of the menu will range from light sessionable ales to rich Imperial Stouts that are sought after by craft beer enthusiasts. Riverlands will also feature a rotating selection of sour ales to provide a unique taste experience for each visit to the taproom. Riverlands will also produce a bevy of interesting takes on more traditional brews such as an Amber Ale, Kolsch, Pilsner, Blonde Ale, Porter, and more.

An example taplist would be as follows:

Silt - A New England style Double Dry Hopped IPA with “boatloads” of Galaxy, Citra, and Mosaic hops. Silt is a cutting edge style of craft beer that is sought out and cherished by beer geeks. This blend of hops creates citrus and tropical fruit flavor. The body of the beer is smooth and very drinkable.

Murky Waters - Our flagship series that will always be on tap. Murky waters is a New England Style IPA featuring the same base beer with a rotating blend of two unique hops. This enables us to explore exciting hop combinations over the same base beer and see what wonderful flavors and aromas we can produce. Keeping the hops rotating enables us to come back to combinations

that worked best, while giving us freedom to explore new combinations if certain varieties of hops are unavailable.

Pride of the Fox - Our house Pale Ale. A smooth and silky body lies under a hop saturated pale ale featuring Citra and Denali hops. Drinkers of this beer will experience notes of citrus, mango, passion fruit, pineapple, and a hint of pine resin. This beer will be in frequent rotation, likely on tap regularly.

First Catch of the Day - An American Imperial Stout with a high ABV. This beer will have a thick and velvety body with malts that focus on flavors of roasted coffee and dark chocolate. In addition to the base beer flavors, this beer features a blend of locally roasted coffee, maple syrup, and vanilla beans.

Pulp Tart - Our rotating Berliner Weisse series. Similar to the premise behind Murky Waters, this series takes our base Berliner recipe, a low alcohol sour ale, and explores different flavor combinations. We infuse this beer with various adjuncts to tantalize those who prefer lighter fare.

Yellow Kayak - A German Style Pilsner sure to please both your Average Joe beer drinker and craft enthusiast alike. Hop driven while still maintaining a delicate malt balance, this beer will be light, crisp, and refreshing while still showcasing the complex flavors of Pilsner malt and German Saphir hops.

Lazy Fox - a low alcohol session ale. This beer lies somewhere between being a Blonde and a Session IPA, making it a unique drinking experience. Lazy Fox lacks the bitterness of a typical Session IPA while maintaining significant hop flavor and aroma. A supremely drinkable and refreshing beer.

Nocturnal Fox - A lower alcohol stout. This beer is a milk stout featuring flavors of dark chocolate, a hint of roasted coffee, and a sweet finish. Complex enough to please refined palates, but accessible to those more unfamiliar with stouts. This beer may be occasionally offered with flavor variants on tap in addition to the regular version. These variants may include, coffee, vanilla, hazelnut, maple, and others.

VII. Management Plan

Eric Bramwell, Brewmaster/Operations Manager, and Dave Marck, Taproom Manager/Sales and Distribution Manager, will be the only full time employees of Riverlands Brewing Company. Eric and Dave will jointly operate and manage the business on a day to day basis. Each manager will assume additional responsibilities; Eric handle purchasing, receiving, inventory control and oversee a part-time brew assistant. Dave will be schedule, manage and

assist the part-time servers, create sales reports of the POS system as well as purchase and sales of logo merchandise. In addition to his role of Taproom Manager, Dave Marck will assist with outside sales and distribution of retail cans after a canning line is purchased (or are co-packed)

Steve Marck will be responsible for financial tasks on a part-time basis (typically one day a week). Andy Marck will assist with cash management, capital expenditures, financial projections, debt reduction and long range planning for growth. Jason Arges will assist with Marketing and Growth opportunities.

In addition, Riverlands Brewing Co. has enlisted the help of the following professionals to supplement their knowledge and experience.

- Marty and Aaron Serena of Serena Stum Architects, Ltd. will create the CAD drawings of the taproom and brewery production area, with help from a template from our beer equipment manufacturer, as well as assume the role of general contractor. A “one stop shopping” approach is expected to streamline the time required and lower the overall cost of the buildout.
- Dave Olsen is the Professor of Brewery Operations at the College of DuPage as well as a consultant at Bright Tank Training, has provided valuable insight and guidance to Riverlands Brewing Company.
- Shaun Berns, Head Brewer of More Brewing Company has offered to assist Eric with brewing on a commercial level during the initial startup of Riverlands Brewing Company. Eric Bramwell has apprenticed at More Brewing Co., under the tutelage of Shaun Berns, on several occasions over the past nine months. In addition to a professional relationship, Eric and Shaun are also friends and neighbors.

VIII. Taproom Details

Riverlands Brewing Company will have an attractive river themed taproom, of approximately 2,200 square feet, with a unobstructed view of the brewhouse and fermentation tanks. A low half wall will separate the taproom from the beer production area so that customers will be able to see the beer making equipment. As a manufacturer of many styles of craft beers, Riverlands will always be about making exceptional quality beer, using only the freshest ingredients and in a wide variety of beer styles.

Taproom Hours:

Wednesday	12:00 p.m. - 10:00 p.m.
Thursday	12:00 p.m. - 10:00 p.m.
Friday	12:00 p.m. - 10:00 p.m.
Saturday	12:00 p.m. - 10:00 p.m.
Sunday	12:00 p.m. - 10:00 p.m.

The hours of operation of the taproom may change after we learn more about customer traffic patterns after being in business for three months.

Riverlands Brewing will not offer live music, but recorded music may be played. The brewery will have a shuffleboard table and a set of darts for entertainment.

The brewery will not offer outdoor seating in the first six months of opening. However, the brewery would like to open an outdoor patio (with city approval) at some time in the future. Packaged carryout beverages; such as crowlers, growlers and tallboy cans, will be sold for “at home” consumption. Growlers will be filled, capped, then sealed with a shrink wrapped neck band.

IX. Financial Information

Beginning Equity

Riverlands Brewing Company will begin from a solid financial position. The five investors will contribute starting capital of approximately \$650,000, with a mix of equity and member loans. Should Riverlands require additional capital, to open or for growth and expansion, additional financing is available internally.

Start Up Expenditures

Riverlands Brewing Company will utilize start up capital as follows:

1. Brewing Equipment	\$267,000
2. Equipment Installation	\$ 55,000
3. Production & Taproom Buildout	\$175,000
4. Lease Payments(12 months)	\$ 36,000
5. Payroll (Three Months)	\$ 23,000
6. Racks/Tools/Forklift	\$ 17,000
7. Raw Materials	\$ 17,000
8. Utilities (Nine Months)	\$ 14,000

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6a

Title:	Presentation of an agreement between the City of St. Charles and the Village of South Elgin related to Sales Tax Distribution.
Presenter:	Mark Koenen

Meeting: Government Operations Committee

Date: August 20, 2018

Proposed Cost: \$568,144.12

Budgeted Amount: Planned for future year's budgets

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

Definition of Problem- the City of St Charles received sales taxes from a retail establishment located in the Village of South Elgin.

Background- The State manages sales tax collections and distributes the local allocation to the municipality the retail establishment is physically located. The subject retail establishment was originally located in St. Charles and relocated to South Elgin, but did not inform the IL- Department of Revenue (IDOR) of their changed address. Because of this oversight, IDOR reimbursed the City of St. Charles \$634,033.41 corresponding to the period between October 2011 and February 2018. This sales tax money should have been allocated to the Village of South Elgin.

State Statute indicates when an error is found, the State upon notification will automatically adjust the payments of previous misallocation(s) for a period limited to six months prior to the time of notification. For your information, this adjustment has taken place in the amount of \$65,144.12. The balance, \$568,144.12, is what South Elgin is requesting the City reimburse their Village.

Resolution- this is about doing what is right. In my world, we have borrowed money from South Elgin as a result of the error. South Elgin has prepared the attached agreement defining the terms for reimbursement. This reimbursement would be based on the South Elgin sales tax rate, include no interest with equal payments over five fiscal years. The first payment (\$113,628.83) would be due on June 15, 2019.

The City's long term relationship with South Elgin is valuable; one we need to respect as a neighboring community and our partner on the Tri-Com Board

Attachments *(please list):*

Agreement

Recommendation/Suggested Action *(briefly explain):*

Presentation of an agreement between the City of St. Charles and the Village of South Elgin related to Sales Tax Distribution. Staff requests the agreement be advanced with a positive recommendation to the next City Council meeting.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF SOUTH ELGIN
AND
THE CITY OF ST. CHARLES
CONCERNING RETAIL SALES TAX REVENUES**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Village of South Elgin (hereinafter “Village”) and the City of St. Charles (hereinafter “City”) concerning retail sales tax revenues.

WHEREAS, the Village and the City are each a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the State of Illinois bears the responsibility to collect retail sales taxes and to pay over to the local municipality the share of those revenues due to the municipality; and

WHEREAS, a large retailer changed locations moving from the City to the Village; and

WHEREAS, the State of Illinois failed to recognize the change of address and, for a period of several years, mistakenly delivered to the City those retail sales tax revenues generated by the retailer that were correctly due to the Village; and

WHEREAS, the City and Village desire to correct the mistake made by the State of Illinois concerning the misdirected retail sales taxes; and

WHEREAS, the City and the Village are empowered under the Illinois Constitution (Ill. Const., Art. VII, Sec. 10) and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) to contract with each other in any manner not prohibited by law.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between is to remedy the mistake made by the State of Illinois concerning retail taxes paid in error to the City instead of the Village.

Article II – Authority

The authority for this Agreement is Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3), and Article VII of the Illinois Constitution (Ill. Const., Art. VII, Sec. 10).

Article III – Payments to Be Made.

A. Gross Amount. The parties agree that the State of Illinois mistakenly paid \$568,144.12 of retail sales taxes to the City that were properly due to be paid to the Village.

B. Payment Schedule. In recognition of the impact of the mistake made by the State of Illinois upon the budgets of both the City and the Village, the parties hereto agree that the City

will pay over the misdirected taxes the Village in 5 installments over the next 5 fiscal years, beginning with the fiscal year commencing May 1, 2019. The parties agree that no interest or other penalty or fee shall be applied to the Gross Amount. Accordingly, the payments shall be made by the City to the Village as follows:

On or before June 15, 2019: \$113,628.83

On or before June 15, 2020: \$113,628.83

On or before June 15, 2021: \$113,628.83

On or before June 15, 2022: \$113,628.83

On or before June 15, 2023: \$113,628.80

Article IV – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until the payments are accomplished.

Article V – No Liability to Other Parties

Except for the payments set forth above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VI – Issue Resolution

Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the intended term of this Agreement. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to undertake a non-binding mediation before taking any formal action.

Article VII – Contacts

The points of contacts for this Agreement are:

CITY: City Administrator
City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Phone: 630.377.4422

VILLAGE: Village Administrator
Village of South Elgin

10 N. Water Street
South Elgin, IL 60177
Phone: 847.742.5780

Article VIII – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between the City and the Village. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

IN WITNESS WHEREOF, the City of St. Charles and the Village of South Elgin by the following officials sign their names to enter into this agreement.

CITY OF ST. CHARLES

By: _____
Mayor

Date: _____

VILLAGE OF SOUTH ELGIN

By: _____
Village President

Date: _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 7a

Title: Budget Revisions for the City of St. Charles – April, 2018

Presenter: Chris Minick, Finance Director

Meeting: Government Operations Committee

Date: August 20, 2018

Proposed Cost: \$ -0-

Budgeted Amount:

Not Budgeted:

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

April, 2018 listing of monthly budget revisions for the City of St. Charles.

Attachments *(please list):*

Budget Revisions – April, 2018

Recommendation/Suggested Action *(briefly explain)*

Budget Revisions for the City of St. Charles –April, 2018

CITY OF ST. CHARLES
Budget Revision Listing

April 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Addition	190	100	1000	2018	12	04/03/2018	803400	54110	7,500.00	Legal bills-Messner Fire Claim
Budget Addition	190	100	1000	2018	12	04/03/2018	803900	31199	(7,500.00)	Legal bills-Messner Fire Claim
190 Total									-	
Budget Transfer	191	100	1000	2018	12	04/03/2018	100210	54532	500.00	For employment notices
Budget Transfer	191	100	1000	2018	12	04/03/2018	100210	51501	(500.00)	For employment notices
Budget Transfer	191	100	1000	2018	12	04/03/2018	100124	54621	539.00	Cultural Commission budget
Budget Transfer	191	100	1000	2018	12	04/03/2018	100122	54530	(539.00)	Cultural Commission budget
Budget Transfer	191	100	1000	2018	12	04/03/2018	100130	50200	280.00	BFPC Overtime
Budget Transfer	191	100	1000	2018	12	04/03/2018	100130	50101	(280.00)	BFPC Overtime
Budget Transfer	191	100	1000	2018	12	04/03/2018	100402	55400	10.00	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	100402	55401	(10.00)	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	100510	52100	100.00	Refreshment Supplies
Budget Transfer	191	100	1000	2018	12	04/03/2018	100510	52101	(100.00)	Refreshment Supplies
Budget Transfer	191	100	1000	2018	12	04/03/2018	100600	55401	50.00	Inventory Overhead
Budget Transfer	191	100	1000	2018	12	04/03/2018	100600	54201	(50.00)	Inventory Overhead
Budget Transfer	191	100	1000	2018	12	04/03/2018	100603	54480	900.00	Central Garage Services
Budget Transfer	191	100	1000	2018	12	04/03/2018	100603	54201	(900.00)	Central Garage Services
Budget Transfer	191	100	1000	2018	12	04/03/2018	200520	57402	1.00	Account over budget
Budget Transfer	191	100	1000	2018	12	04/03/2018	200520	55401	(1.00)	Account over budget
Budget Transfer	191	100	1000	2018	12	04/03/2018	200522	55400	900.00	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	200522	54201	(900.00)	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	200522	55401	900.00	Inventory Overhead
Budget Transfer	191	100	1000	2018	12	04/03/2018	200522	54201	(900.00)	Inventory Overhead
Budget Transfer	191	100	1000	2018	12	04/03/2018	210541	55400	900.00	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	210541	55401	(900.00)	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	210542	55400	900.00	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	210542	54480	(900.00)	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	220551	52701	900.00	Lab Supplies
Budget Transfer	191	100	1000	2018	12	04/03/2018	220551	52314	(900.00)	Lab Supplies
Budget Transfer	191	100	1000	2018	12	04/03/2018	220551	55400	200.00	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	220551	55401	(200.00)	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	220552	55400	400.00	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	220552	55401	(400.00)	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	800223	52001	100.00	For computer related supplies
Budget Transfer	191	100	1000	2018	12	04/03/2018	800223	52100	(100.00)	For computer related supplies
Budget Transfer	191	100	1000	2018	12	04/03/2018	800223	52305	50.00	For safety supplies
Budget Transfer	191	100	1000	2018	12	04/03/2018	800223	52310	(50.00)	For safety supplies
Budget Transfer	191	100	1000	2018	12	04/03/2018	800223	54501	200.00	For freight

CITY OF ST. CHARLES
Budget Revision Listing

April 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	191	100	1000	2018	12	04/03/2018	800223	54001	(200.00)	For freight
Budget Transfer	191	100	1000	2018	12	04/03/2018	800223	55401	100.00	Inventory Overhead
Budget Transfer	191	100	1000	2018	12	04/03/2018	800223	55400	(100.00)	Inventory Overhead
Budget Transfer	191	100	1000	2018	12	04/03/2018	801512	55400	900.00	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	801512	55401	(900.00)	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	804530	55400	900.00	Inventory Carrying Charge
Budget Transfer	191	100	1000	2018	12	04/03/2018	804530	54466	(900.00)	Inventory Carrying Charge
191 Total										-
Budget Addition	192	100	1000	2018	12	04/04/2018	804530	53001	2,500.00	To obsolete unusable fiber
Budget Addition	192	100	1000	2018	12	04/04/2018	804900	31199	(2,500.00)	To obsolete unusable fiber
192 Total										-
Budget Transfer	193	100	1000	2018	12	04/10/2018	100200	54402	200.00	Copier Maintenance
Budget Transfer	193	100	1000	2018	12	04/10/2018	100200	54201	(200.00)	Copier Maintenance
Budget Transfer	193	100	1000	2018	12	04/10/2018	100210	54532	300.00	Job Posting
Budget Transfer	193	100	1000	2018	12	04/10/2018	100210	51501	(300.00)	Job Posting
Budget Transfer	193	100	1000	2018	12	04/10/2018	100221	54531	400.00	Bid Notices
Budget Transfer	193	100	1000	2018	12	04/10/2018	100221	54500	(400.00)	Bid Notices
Budget Transfer	193	100	1000	2018	12	04/10/2018	100510	52304	900.00	Chemicals and sprays
Budget Transfer	193	100	1000	2018	12	04/10/2018	100510	52302	(900.00)	Chemicals and sprays
Budget Transfer	193	100	1000	2018	12	04/10/2018	210541	52000	100.00	Office Supplies
Budget Transfer	193	100	1000	2018	12	04/10/2018	210541	52300	(100.00)	Office Supplies
Budget Transfer	193	100	1000	2018	12	04/10/2018	210541	52305	900.00	Safety Supplies
Budget Transfer	193	100	1000	2018	12	04/10/2018	210541	52307	(900.00)	Safety Supplies
Budget Transfer	193	100	1000	2018	12	04/10/2018	220552	54001	900.00	For cell phone/GPS service
Budget Transfer	193	100	1000	2018	12	04/10/2018	220552	54301	(900.00)	For cell phone/GPS service
Budget Transfer	193	100	1000	2018	12	04/10/2018	800223	52100	100.00	Refreshment Supplies
Budget Transfer	193	100	1000	2018	12	04/10/2018	800223	52002	(100.00)	Refreshment Supplies
193 Total										-
Budget Addition	194	100	1000	2018	12	04/10/2018	100210	54110	5,000.00	For HR Legal-Negotiations
Budget Addition	194	100	1000	2018	12	04/10/2018	100900	31199	(5,000.00)	For HR Legal-Negotiations
194 Total										-
Budget Transfer	195	100	1000	2018	12	04/10/2018	100510	52700	15,000.00	Material for Storm Swr Contrac
Budget Transfer	195	100	1000	2018	12	04/10/2018	100510	54459	(15,000.00)	Material for Storm Swr Contrac
Budget Transfer	195	100	1000	2018	12	04/10/2018	100401	52904	5,200.00	For body armor purchase
Budget Transfer	195	100	1000	2018	12	04/10/2018	100400	54160	(5,200.00)	For body armor purchase
Budget Transfer	195	100	1000	2018	12	04/10/2018	801512	52305	20.00	For work stand for Fleet
Budget Transfer	195	100	1000	2018	12	04/10/2018	801512	52402	(20.00)	For work stand for Fleet
195 Total										-

CITY OF ST. CHARLES
Budget Revision Listing

April 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	196	100	1000	2018	12	04/11/2018	803500	55180	7,338.00	For liability claims
Budget Transfer	196	100	1000	2018	12	04/11/2018	803500	55150	(7,338.00)	For liability claims
Budget Transfer	196	100	1000	2018	12	04/11/2018	100220	54250	600.00	For file converting software
Budget Transfer	196	100	1000	2018	12	04/11/2018	100220	54130	(600.00)	For file converting software
196 Total										-
Budget Transfer	197	100	1000	2018	12	04/11/2018	100600	52000	(1,200.00)	For new pc equip/new planner
Budget Transfer	197	100	1000	2018	12	04/11/2018	100604	52000	(560.00)	For new pc equip/new planner
Budget Transfer	197	100	1000	2018	12	04/11/2018	100600	56004	1,760.00	For new pc equip/new planner
197 Total										-
Budget Transfer	198	100	1000	2018	12	04/11/2018	100600	52002	(343.00)	To cover plat recording fees
Budget Transfer	198	100	1000	2018	12	04/11/2018	100600	55203	343.00	To cover plat recording fees
198 Total										-
Budget Transfer	199	100	1000	2018	12	04/12/2018	513501	56150	15,082.00	For DE for IL31 Culvert Ext
Budget Transfer	199	100	1000	2018	12	04/12/2018	513501	56170	(15,082.00)	For DE for IL31 Culvert Ext
Budget Transfer	199	100	1000	2018	12	04/12/2018	100200	54256	6,000.00	For network design/consult svc
Budget Transfer	199	100	1000	2018	12	04/12/2018	100200	54403	(6,000.00)	For network design/consult svc
199 Total										-
Budget Transfer	200	100	1000	2018	12	04/13/2018	100222	54520	(85.00)	To cover check stock
Budget Transfer	200	100	1000	2018	12	04/13/2018	100222	52000	85.00	To cover check stock
200 Total										-
Budget Transfer	201	100	1000	2018	12	04/13/2018	100600	52002	(250.00)	For Adobe Standard License
Budget Transfer	201	100	1000	2018	12	04/13/2018	100600	54250	250.00	For Adobe Standard License
201 Total										-
Budget Transfer	202	100	1000	2018	12	04/17/2018	100510	52100	100.00	Transfer to Refreshment Supplies
Budget Transfer	202	100	1000	2018	12	04/17/2018	100510	52802	(100.00)	Transfer to Refreshment Supplies
Budget Transfer	202	100	1000	2018	12	04/17/2018	100300	54353	150.00	To cover towing bill shortage
Budget Transfer	202	100	1000	2018	12	04/17/2018	100300	54482	(150.00)	To cover towing bill shortage
Budget Transfer	202	100	1000	2018	12	04/17/2018	100300	54520	820.00	For ordinance violation ticket
Budget Transfer	202	100	1000	2018	12	04/17/2018	100300	54482	(820.00)	For ordinance violation ticket
Budget Transfer	202	100	1000	2018	12	04/17/2018	100200	51304	100.00	For Amazon prime membership
Budget Transfer	202	100	1000	2018	12	04/17/2018	100200	51300	(100.00)	For Amazon prime membership
202 Total										-
Budget Transfer	203	100	1000	2018	12	04/18/2018	100130	54141	1,200.00	For Fire Testing services
Budget Transfer	203	100	1000	2018	12	04/18/2018	100130	54110	(1,200.00)	For Fire Testing services
Budget Transfer	203	100	1000	2018	12	04/18/2018	100300	51600	825.00	For Tynan's uniform payout
Budget Transfer	203	100	1000	2018	12	04/18/2018	100300	51601	(825.00)	For Tynan's uniform payout
203 Total										-

CITY OF ST. CHARLES
Budget Revision Listing

April 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Addition	204	100	1000	2018	12	04/18/2018	322664	54399	14,146.00	Add'l payback to D303
Budget Addition	204	100	1000	2018	12	04/18/2018	100999	44405	(14,146.00)	Add'l payback to D303
Budget Addition	204	100	1000	2018	12	04/18/2018	521800	49500	(413,871.00)	Transfer of 2016A Bond Proceed
Budget Addition	204	100	1000	2018	12	04/18/2018	513800	57307	413,871.00	Transfer of 2016A Bond Proceed
Budget Addition	204	100	1000	2018	12	04/18/2018	521999	48700	(108,230.00)	Transfer of 2016A Bond Proceed
Budget Addition	204	100	1000	2018	12	04/18/2018	521900	31199	108,230.00	Transfer of 2016A Bond Proceed
204 Total										
Budget Transfer	205	100	1000	2018	12	04/19/2018	100222	54500	(125.00)	For check stock
Budget Transfer	205	100	1000	2018	12	04/19/2018	100222	52000	125.00	For check stock
205 Total										
Budget Transfer	206	100	1000	2018	12	04/20/2018	802210	55102	2,600.00	To cover EE prescription claim
Budget Transfer	206	100	1000	2018	12	04/20/2018	802210	55106	(2,600.00)	To cover EE prescription claim
206 Total										
Budget Adjustment	207	100	1000	2018	12	04/20/2018	200520	55320	4,730.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	200520	55321	721.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	200999	48200	1,565,000.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	200999	48400	(43,026.00)	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	200900	31199	(1,527,425.00)	Budget Adjustment/2018A Bonds
Budget Adjustment	207	100	1000	2018	12	04/20/2018	210540	55320	3,379.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	210540	55321	515.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	210999	48200	197,000.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	210999	48400	(30,877.00)	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	210900	31199	(170,017.00)	Budget Adjustment/2018A Bonds
Budget Adjustment	207	100	1000	2018	12	04/20/2018	220550	55320	3,379.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	220550	55321	515.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	220999	48200	180,000.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	220999	48400	(30,877.00)	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	220900	31199	(153,017.00)	Budget Adjustment/2018A Bonds
Budget Adjustment	207	100	1000	2018	12	04/20/2018	513500	55320	14,265.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	513500	55321	2,174.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	513999	48200	1,543,235.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	513999	48400	(130,057.00)	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	513900	31199	(1,429,617.00)	Budget Adjustment/2018A Bonds
Budget Adjustment	207	100	1000	2018	12	04/20/2018	521300	55320	118,314.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	521300	55321	18,026.00	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	521999	48200	(16,634,467.00)	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	521999	48400	(1,078,727.00)	2018A Bond Issue
Budget Adjustment	207	100	1000	2018	12	04/20/2018	521900	31199	17,502,941.00	Budget Adjustment/2018A Bonds

CITY OF ST. CHARLES
Budget Revision Listing

April 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Adjustment	207	100	1000	2018	12	04/20/2018	521300	54110	73,913.00	2018A Bond Issue
	207 Total								-	
Budget Transfer	208	100	1000	2018	11	04/23/2018	802210	54170	808.00	To cover Delta Dental admin
Budget Transfer	208	100	1000	2018	11	04/23/2018	802210	55103	(808.00)	To cover Delta Dental admin
	208 Total								-	
Budget Addition	209	100	1000	2018	12	04/23/2018	521300	56150	22,500.00	Asbestos/Lead Surveys for VSC
Budget Addition	209	100	1000	2018	12	04/23/2018	521900	31199	(22,500.00)	Asbestos/Lead Surveys for VSC
Budget Addition	209	100	1000	2018	12	04/23/2018	521300	56150	20,468.00	PD Facility Survey
Budget Addition	209	100	1000	2018	12	04/23/2018	521900	31199	(20,468.00)	PD Facility Survey
Budget Addition	209	100	1000	2018	12	04/23/2018	521300	56150	5,000.00	PD Site Due Diligence
Budget Addition	209	100	1000	2018	12	04/23/2018	521900	31199	(5,000.00)	PD Site Due Diligence
Budget Addition	209	100	1000	2018	12	04/23/2018	100110	54110	3,000.00	City Admin Legal
Budget Addition	209	100	1000	2018	12	04/23/2018	100900	31199	(3,000.00)	City Admin Legal
Budget Addition	209	100	1000	2018	12	04/23/2018	521300	56150	14,760.00	HR Green Storm for VSC
Budget Addition	209	100	1000	2018	12	04/23/2018	521900	31199	(14,760.00)	HR Green Storm for VSC
	209 Total								-	
Budget Transfer	210	100	1000	2018	12	04/23/2018	100603	54110	220.00	For Adjudication Hearing legal
Budget Transfer	210	100	1000	2018	12	04/23/2018	100603	52002	(220.00)	For Adjudication Hearing legal
Budget Transfer	210	100	1000	2018	12	04/23/2018	100220	54500	15.00	For Fedex charges
Budget Transfer	210	100	1000	2018	12	04/23/2018	100220	54130	(15.00)	For Fedex charges
Budget Transfer	210	100	1000	2018	12	04/23/2018	100300	54353	270.00	Towing Charges
Budget Transfer	210	100	1000	2018	12	04/23/2018	100300	54482	(270.00)	Towing Charges
Budget Transfer	210	100	1000	2018	12	04/23/2018	100300	54520	1,000.00	No Solicitation stickers
Budget Transfer	210	100	1000	2018	12	04/23/2018	100300	54482	(1,000.00)	No Solicitation stickers
	210 Total								-	
Budget Transfer	211	100	1000	2018	12	04/24/2018	100300	54467	325.00	For repair of exerciscise equipment
Budget Transfer	211	100	1000	2018	12	04/24/2018	100300	54482	(325.00)	For repair of exerciscise equipment
Budget Transfer	211	100	1000	2018	12	04/24/2018	100500	52310	1,310.00	For small tools & equipment
Budget Transfer	211	100	1000	2018	12	04/24/2018	100500	51400	(1,310.00)	For small tools & equipment
Budget Transfer	211	100	1000	2018	12	04/24/2018	100300	54353	150.00	For PD Towing
Budget Transfer	211	100	1000	2018	12	04/24/2018	100300	54482	(150.00)	For PD Towing
Budget Transfer	211	100	1000	2018	12	04/24/2018	100300	54520	100.00	Extra cost for window stickers
Budget Transfer	211	100	1000	2018	12	04/24/2018	100300	54482	(100.00)	Extra cost for window stickers
	211 Total								-	
Budget Transfer	212	100	1000	2018	12	04/25/2018	513501	56170	5,545.00	For 7th Ave Creek Grant Fundin
Budget Transfer	212	100	1000	2018	12	04/25/2018	513501	56150	(5,545.00)	For 7th Ave Creek Grant Fundin
Budget Transfer	212	100	1000	2018	12	04/25/2018	513501	56101	24,500.00	RiversEdge/CookeFarm storm imp
Budget Transfer	212	100	1000	2018	12	04/25/2018	513500	56101	(24,500.00)	RiversEdge/CookeFarm storm imp

CITY OF ST. CHARLES
Budget Revision Listing

April 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	212	100	1000	2018	12	04/25/2018	100603	51300	12.00	For Petty Cash reimbursement
Budget Transfer	212	100	1000	2018	12	04/25/2018	100603	52100	(12.00)	For Petty Cash reimbursement
Budget Transfer	212	100	1000	2018	12	04/25/2018	100221	54399	3,746.00	For Direct Hire fees
Budget Transfer	212	100	1000	2018	12	04/25/2018	100221	50100	(3,746.00)	For Direct Hire fees
212 Total										-
Budget Transfer	213	100	1000	2018	12	04/25/2018	100220	51400	100.00	For Petty Cash reconciliation
Budget Transfer	213	100	1000	2018	12	04/25/2018	100220	54130	(100.00)	For Petty Cash reconciliation
Budget Transfer	213	100	1000	2018	12	04/25/2018	100220	54133	900.00	For banking service charges
Budget Transfer	213	100	1000	2018	12	04/25/2018	100220	54130	(900.00)	For banking service charges
213 Total										-
Budget Addition	214	100	1000	2018	12	04/27/2018	521300	56100	723,571.00	For Land Purchase-VSC (PD)
Budget Addition	214	100	1000	2018	12	04/27/2018	521900	31199	(723,571.00)	For Land Purchase-VSC (PD)
214 Total										-
Budget Transfer	215	100	1000	2018	12	05/01/2018	800223	51305	(230.00)	For drafting chairs
Budget Transfer	215	100	1000	2018	12	05/01/2018	800223	56003	230.00	For drafting chairs
215 Total										-
Budget Transfer	216	100	1000	2018	12	05/02/2018	100210	51305	(380.00)	To cover SHRM membership
Budget Transfer	216	100	1000	2018	12	05/02/2018	100210	51304	380.00	To cover SHRM membership
216 Total										-
Budget Transfer	217	100	1000	2018	12	05/03/2018	100110	52101	(29.00)	To cover meeting refreshments
Budget Transfer	217	100	1000	2018	12	05/03/2018	100110	52100	29.00	To cover meeting refreshments
217 Total										-
Budget Transfer	218	100	1000	2018	12	05/03/2018	100600	52002	(10.00)	To cover KC Recorder invoice
Budget Transfer	218	100	1000	2018	12	05/03/2018	100600	55203	10.00	To cover KC Recorder invoice
218 Total										-
Budget Transfer	219	100	1000	2018	12	05/04/2018	802210	55102	26,035.00	To cover Rx claims/fees
Budget Transfer	219	100	1000	2018	12	05/04/2018	802210	55106	3,101.00	To cover Rx claims/fees
Budget Transfer	219	100	1000	2018	12	05/04/2018	802210	55103	(47,886.00)	To cover Rx claims/fees
Budget Transfer	219	100	1000	2018	12	05/04/2018	802210	54170	18,750.00	To cover Rx claims/fees
219 Total										-
Budget Addition	220	100	1000	2018	12	05/09/2018	100300	51205	11,258.00	For Unemployment - PD
Budget Addition	220	100	1000	2018	12	05/09/2018	100400	51205	1,742.00	For Unemployment - FD
Budget Addition	220	100	1000	2018	12	05/09/2018	100900	31199	(13,000.00)	For Unemployment
220 Total										-
Budget Transfer	221	100	1000	2018	12	05/09/2018	100603	54150	(855.00)	For legal fees
Budget Transfer	221	100	1000	2018	12	05/09/2018	100603	54110	855.00	For legal fees
221 Total										-
Budget Transfer	222	100	1000	2018	12	05/10/2018	100200	51300	(150.00)	For association fees

CITY OF ST. CHARLES
Budget Revision Listing

April 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	222	100	1000	2018	12	05/10/2018	100200	51304	150.00	For association fees
222 Total									-	
Budget Transfer	223	100	1000	2018	12	05/10/2018	803500	54110	10,093.00	For legal work/claims
Budget Transfer	223	100	1000	2018	12	05/10/2018	803500	55150	(10,093.00)	For legal work/claims
223 Total									-	
Budget Transfer	224	100	1000	2018	12	05/15/2018	100601	54180	(452.00)	To cover transcription service
Budget Transfer	224	100	1000	2018	12	05/15/2018	100602	54180	452.00	To cover transcription service
224 Total									-	
Budget Transfer	225	100	1000	2018	12	05/15/2018	100800	57200	(25,713.00)	To cover streetlight maint
Budget Transfer	225	100	1000	2018	12	05/15/2018	100800	57201	25,713.00	To cover streetlight maint
225 Total									-	
Budget Addition	226	100	1000	2018	12	05/15/2018	100800	57201	134,539.00	To cover streetlight maint
Budget Addition	226	100	1000	2018	12	05/15/2018	100900	31199	(134,539.00)	To cover streetlight maint
Budget Addition	226	100	1000	2018	12	05/15/2018	200800	49100	(134,539.00)	To cover streetlight maint
Budget Addition	226	100	1000	2018	12	05/15/2018	200900	31199	134,539.00	To cover streetlight maint
226 Total									-	
Budget Adjustment	229	100	1000	2018	12	07/07/2018	100120	55260	8,000.00	Adjust allocations to actual
Budget Adjustment	229	100	1000	2018	12	07/07/2018	100121	55260	4,000.00	Adjust allocations to actual
Budget Adjustment	229	100	1000	2018	12	07/07/2018	100110	55260	(12,000.00)	Adjust allocations to actual
Budget Adjustment	229	100	1000	2018	12	07/07/2018	200520	55278	(8,000.00)	Adjust allocations to actual
Budget Adjustment	229	100	1000	2018	12	07/07/2018	200520	55279	(4,000.00)	Adjust allocations to actual
Budget Adjustment	229	100	1000	2018	12	07/07/2018	200520	55281	12,000.00	Adjust allocations to actual
229 Total									-	
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100110	55239	(4,084.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100111	55239	(388.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100120	55239	(566.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100121	55239	(2,340.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100200	55239	(92,538.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100210	55239	(8,184.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100220	55239	(6,212.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100221	55239	(637.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100222	55239	(3,035.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100300	55239	(69,982.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100400	55239	(10,149.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100401	55239	(55,234.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100402	55239	(3,172.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100500	55239	(11,332.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100510	55239	(7,100.00)	Contra-Replac Adj (Audit)

CITY OF ST. CHARLES
Budget Revision Listing

April 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100600	55239	(5,122.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100603	55239	(6,532.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100604	55239	(7,144.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100650	55239	(1,220.00)	Contra-Replac Adj (Audit)
Budget Adjustment	230	100	1000	2018	12	07/11/2018	100800	57303	294,971.00	Contra-Replac Adj (Audit)
230 Total										-
Budget Adjustment	231	100	1000	2018	12	07/16/2018	520800	49100	(294,971.00)	Contra-Replac Adj (Audit)
Budget Adjustment	231	100	1000	2018	12	07/16/2018	520999	47520	294,971.00	Contra-Replac Adj (Audit)
231 Total										-
Budget Addition	232	100	1000	2018	12	08/14/2018	715700	54133	70.00	Trustee banking fees
Budget Addition	232	100	1000	2018	12	08/14/2018	715900	31199	(70.00)	Trustee banking fees
232 Total										-
Grand Total										-

The revisions shown herewith have been approved by the City Council, except as noted below.

_____	_____
Chairman, Government Operations Committee	Date
_____	_____
Vice Chairman, Government Operations Committee	Date
_____	_____
Finance Director	Date

Exceptions:
