

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
)
PIZZERIA CINY, INC.,)
d/b/a WOK N' HOT, an Illinois corporation,) Case No. 16-27668
)
Debtor.) Hon. Jacqueline P. Cox

NOTICE OF MOTION

TO: See Attached Service List

PLEASE TAKE NOTICE that on **September 7, 2016 at 9:30 a.m.** or as soon thereafter as counsel may be heard, I shall appear before the **Honorable Jacqueline P. Cox** in Courtroom 680 of the United States Bankruptcy Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois, or in her absence, before such other Judge who may be sitting in her place and stead and hearing bankruptcy motions, and shall then and there present the **Debtor's Motion For Authority To Retain Auctioneer, Sell Assets Out Of The Ordinary Course Of Business And Related Relief**, a copy of which is attached and herewith served upon you, and shall pray for the entry of an order in conformity with that motion.

AT WHICH TIME AND PLACE you may appear if you so see fit.

Steven B. Towbin (#2848546)
David R. Doyle (#6303215)
Shaw Fishman Glantz & Towbin LLC
321 North Clark Street, Suite 800
Chicago, Illinois 60654
P: (312) 541-0151
F: (312) 980-3888

CERTIFICATE OF SERVICE

Steven B. Towbin certifies that he caused to be served a true copy of the above and foregoing notice and attached pleadings upon the attached Electronic Mail Notice List through the ECF System (unless otherwise indicated) on this 29th day of August, 2016.

/s/ Steven B. Towbin

Mailing Information for Case 16-27668

Electronic Mail Notice List

- Patrick S Layng USTPRegion11.ES.ECF@usdoj.gov
- Steven B Towbin stowbin@shawfishman.com

Manual Notice List (in the manner indicated)

ADT Security
111 Windsor Dr.
Oak Brook, IL 60523
(VIA U.S. MAIL)

Air Gas
8558 W. Highpoint Rd
Yorkville, IL 60560
(VIA U.S. MAIL)

AT Briargate IL, LLC
2720 East Camelback Rd.
Suite 220
Phoenix, AZ 85016
(VIA FEDEX & U.S. MAIL)

AT&T
Bankruptcy Dept
PO Box 769
Arlington, TX 76004
(VIA U.S. MAIL)

AT&T
PO Box 5080
Carol Stream, IL 60197-5080
(VIA U.S. MAIL)

AT&T Uverse
PO Box 5080
Carol Stream, IL 60197-5080
(VIA U.S. MAIL)

AT&T Wireless
PO Box 6463
Carol Stream, IL 60197-6463
(VIA U.S. MAIL)

AT&T Wireless Services
Bankruptcy Dept
PO Box 309
Portland, OR 97207-0309
(VIA U.S. MAIL)

Bank of America
534 Randall Rd
South Elgin, IL 60177
(VIA FEDEX)

Carrie Mae Thomason
5N095 Prairie Rose Dr.
Saint Charles, IL 60175
(VIA U.S. MAIL)

Com Ed
3 Lincoln Center
Attn Bankruptcy Section
Oak Brook Terrace, IL 60181
(VIA U.S. MAIL)

Com Ed
PO Box 6111
Carol Stream, IL 60197-6111
(VIA U.S. MAIL)

Direct TV
Bankruptcy Department
PO Box 769
Arlington, TX 76004
(VIA U.S. MAIL)

Easy Ice
925 W Washington #100
Marquette, MI 49855
(VIA U.S. MAIL)

Illinois Department of Revenue
Bankruptcy Section
PO Box 64338
Chicago, IL 60644-0338
(VIA U.S. MAIL)

Easy Ice
PO Box 879
Marquette, MI 49855
(VIA U.S. MAIL)

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346
(VIA U.S. MAIL)

Ecolab
370 Wabasha St N
Saint Paul, MN 55102
(VIA U.S. MAIL)

James Thomason
5N095 Prairie Rose Dr.
Saint Charles, IL 60175
(VIA U.S. MAIL)

Ecolab
PO Box 70343
Chicago, IL 60673-0343
(VIA U.S. MAIL)

Lauzen Accounting
27W430 Warrenville Road
Warrenville, IL 60555
(VIA FEDEX)

Hockingburg
2015 Silver Bell Rd
Suite 150
Saint Paul, MN 55122-3170
(VIA FEDEX)

Liberty Mutual
PO Box 2051
Keene, NH 03431-7051
(VIA U.S. MAIL)

Hopkins Grease
9150 Pyott Rd.
Lake in the Hills, IL 60156
(VIA U.S. MAIL)

Liberty Mutual
c/o Hausman-Kunkel, Inc.
40 S Prospect St.
Roselle, IL 60172
(VIA U.S. MAIL)

Hopkins Grease
PO Box 7722
Lake in the Hills, IL 60156
(VIA U.S. MAIL)

N2 Publishing
5051 New Centre Dr.
Wilmington, NC 28403
(VIA U.S. MAIL)

Illinois Dep of Employment Security
Illinois Payment Control Division
POB 4385
Chicago, IL 60680
(VIA U.S. MAIL)

N2 Publishing
PO Box 602906
Charlotte, NC 28260-2906
(VIA U.S. MAIL)

Illinois Dep of Employment Security
33 S. State Street, 10th Fl.
Chicago, IL 60603
(VIA U.S. MAIL)

Neon Signs & More Online
9603 Saunders Ln
Building G
Austin, TX 78758
(VIA FEDEX)

Nicor Gas
Bankruptcy Dept.
1844 Ferry Rd
Aurora, IL 60507

Nicor Gas
PO Box 2020
Aurora, IL 60507
(VIA U.S. MAIL)

Republic Services
1330 Gasket Dr.
Elgin, IL 60120
(VIA U.S. MAIL)

Republic Services
PO Box 9001154
Louisville, KY 40290-1154
(VIA U.S. MAIL)

Shop Keep
143 Varick St
New York, NY 10013
(VIA U.S. MAIL)

Village of South Elgin
10 N Water Street
South Elgin, IL 60177-1695
(VIA U.S. MAIL)

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
)
PIZZERIA CINY, INC.,)
d/b/a WOK N’ HOT, an Illinois corporation,) Case No. 16-27668
)
Debtor.) Hon. Jacqueline P. Cox

**DEBTOR’S MOTION FOR AUTHORITY TO
RETAIN AUCTIONEER, SELL ASSETS OUT OF THE ORDINARY COURSE
OF BUSINESS AND RELATED RELIEF**

Pizzeria Ciny, Inc., d/b/a Wok n’ Hot (the “Debtor”), a small business debtor within the meaning of 11 U.S.C. § 101(51D), moves this court pursuant to 11 U.S.C. §§ 327, 363 and 364 for the entry of an order that authorizes its retention of Heath Industrial, Inc. (“Heath”), a disinterested professional auctioneer, for the purpose of selling its equipment, furnishings and other tangible personal property now located at 464 Redington Drive, South Elgin, Illinois (the “Premises”) through a publicly advertised auction sale, and providing related relief by authorizing the Debtor to grant a superpriority and secured administrative expense claim to the landlord to secure the payment of administrative rent for the use of the Premises, and to allow the auction sale process, including advertising and set-up, to proceed immediately notwithstanding the normal 21-day waiting period prescribed in Bankruptcy Rule 6003. In support of this motion, the Debtor represents as follows:

1. The Debtor initiated this small business chapter 11 case on August 29, 2016 in this court. Accordingly, this court has jurisdiction over the Debtor and its property pursuant to 28 U.S.C. § 1334. This motion is a core proceeding pursuant to one or more provisions of 28 U.S.C. § 157(b)(2).

2. The Debtor formerly operated a high-end Asian fusion restaurant on the Premises. The Debtor began operating on April 27, 2015, and terminated its business operations as of the close of business on August 6, 2016.

3. The Debtor had suffered operating losses of at least \$25,000 a month since opening. The losses were financed and subsidized by the credit and personal assets of its owners, Carrie (60%) and James Thomason (40%), who ultimately became unable to continue financing and subsidizing the Debtor's unprofitable operations. In addition, Carrie Thomason, who worked for the Debtor on a full-time basis, was never able to take a paycheck from the Debtor. The Thomasons intend to also file related small business chapter 11 cases in this court as affiliates of the Debtor, each owning more than 25% of the Debtor.

4. Prior to the commencement of the Debtor's case, the Debtor obtained an auction proposal ("Proposal") from Heath, an experienced and disinterested auctioneer, with whom the Debtor's attorneys had previously worked on matters unrelated to the Debtor's case. The Debtor, upon the advice of their attorneys, believes that Heath is well-qualified to conduct the proposed auction and that the terms of the Proposal from Heath are fair and reasonable given the nature and value of the sale assets. A copy of the Heath Proposal is attached as Exhibit A. Attached as Exhibit B is a declaration showing that Heath is disinterested and has no interest in or claim against the Debtor, its owners, its creditors and its property.

5. The proposed sale assets are no longer needed for the Debtor's business operations and represent all of the Debtor's remaining assets that can be devoted to the payment of administrative expenses and claims of creditors. The assets are valued at less than \$100,000, net of auction expenses, and perhaps as little as \$45,000.

6. If it is allowed to proceed immediately, Heath will be able to advertise the auction, set up the sale assets and conduct the auction, supervise the removal of the sale property, collect the amounts bid, and leave the Premises in broom-clean condition by October 31, 2016. The Debtor intends to vacate the Premises and reject the lease for the Premises as soon as possible, unless it (or its landlord) is able to locate a suitable subtenant. The Debtor believes that an immediate publicly advertised auction sale of its remaining assets will maximize the value of those assets for the benefit of all creditors.

7. At this time, absent an insider loan from the Thomasons, the Debtor does not have funds on hand to pay current rent, which is approximately \$7,000-\$7,800 per month, depending on real estate taxes and CAM charges. The Debtor proposes to pay any allowed rental claim from the net proceeds of the auction after payment of the amount due Heath under the Proposal. The Debtor also proposes to provide the landlord with a superpriority and secured administrative expense claim under 11 U.S.C. § 364(c)(1) and § 364(c)(2), subject only to the amounts due Heath under the Proposal. In addition, the Debtor proposes to grant the landlord a lien secured by the sale assets, which are now unencumbered, for such administrative rent claim that the court may allow the landlord. The Debtor has timely paid all of its rent obligations through August 31, 2016, but used all of its remaining liquidity to satisfy employee and other obligations that accrued after the August 6, 2016 shutdown.

8. A copy of the lease for the Premises is attached as Exhibit C.

9. Unless the Debtor is able to sublet the Premises, the Debtor currently intends to reject the lease and vacate the Premises as soon as possible, but at the latest, effective as of October 31, 2016.

10. The Debtor intends to file a liquidating chapter 11 plan to distribute the net proceeds derived from the auction to its creditors as provided by the provisions of and subject to the claim limitations applicable to cases under chapter 11 of the Bankruptcy Code. *See* 11 U.S.C. § 502(b)(6) (limiting claims of landlords resulting from the breach and termination of a lease agreement).

11. The Debtor has given notice of this motion to all creditors, including the landlord and its taxing authorities, although the Debtor is current on all of its tax obligations and has filed all returns that are due as of this date. Notice to creditors with claims in excess of \$500 were served by overnight delivery and creditors with claims less than \$500 were served by first class mail, all as indicated on the notice of the hearing on this motion.

12. The Debtor respectfully submits that it and its creditors will suffer irreparable harm if it is not allowed to proceed immediately with the proposed publicly advertised auction sale, notwithstanding the normal 21-day waiting period prescribed in Bankruptcy Rule 6003. The Debtor is no longer operating and has no need of the sale assets, but is incurring rent, utility, and insurance expenses. A copy of a Certificate of Insurance is attached as Exhibit D. A delay of an additional 21 days will create yet another month of rent and related expenses for no appreciable benefit to creditors. Given the minimal value of its assets, another month's rent and related expenses will cause the value of the sale assets to effectively decline by 15-25% due to the accrual of more administrative expenses. Under these circumstances, a 21-day delay will cause irreparable injury to the creditors, which injury is avoidable by this court allowing the auction process to proceed immediately.

WHEREFORE, the Debtor requests the entry of an order by this court substantially in the form attached and for such other and further relief as may be appropriate.

Respectfully submitted,

PIZZERIA CINY, INC., d/b/a
WOK N' HOT, an Illinois corporation

Dated: August 29, 2016

By: /s/ Steven B. Towbin
One of its attorneys

Steven B. Towbin (#2848546)
David R. Doyle (#6303215)
Shaw Fishman Glantz & Towbin LLC
321 North Clark Street, Suite 800
Chicago, Illinois 60654
P: (312) 541-0151
F: (312) 980-3888

EXHIBIT A



AUCTION PROPOSAL

Prepared for

Mr. Steven B. Towbin
Shaw Fishman Glantz & Towbin LLC
321 N. Clark St., Suite 800
Chicago, IL 60654

For the Auction Sale of:

Wok N' Hot
464 Redington Dr.
South Elgin, IL 60177

August 10, 2016



August 10, 2016
Mr. Steven B. Towbin
Shaw Fishman Glantz & Towbin LLC
321 N. Clark St., Suite 800
Chicago, IL 60654

Dear Mr. Towbin:

We are pleased to submit the following proposals, for your consideration, to conduct a live auction sale from the premises, for the machinery, equipment, and inventories, etc. of Wok N' Hot. These assets were inspected by Mr. Jake Josko of Heath Industrial, on Tuesday August 2nd, 2016. We believe the assets of Wok N' Hot could realize approximately \$45,000.00 at a properly advertised Heath Industrial live one-day auction with all the assets to be removed from the facility. We believe if a turn-key buyer could be discovered through the auction marketing campaign, and an agreement could be reached between the buyer and the landlord for the continued use of the restaurant space, the assets of Wok N' Hot could realize approximately \$75-\$100,000.00+ dollars. We realize time is of the essence and we are prepared to move forward quickly, with extensive advertising, and marketing to abide by your timeline, and by having the equipment removed from the premises as soon as possible.

Commission Auction Sale

Heath Industrial will conduct a live webcast auction sale, on the facility's premises. We will need approx. **5 weeks**, from start to finish, to properly overseeing this assignment. We will prepare the auction sale set-up, photograph the equipment, and mail auction brochures, place ads in newspapers, periodic publications in the U.S and Canada, and email blasts to manufacturers and machinery dealers throughout the world. We will allow a 1-day inspection, 1-day auction sale, and oversee removal of all the sold assets. Heath Industrial will charge a commission of 10% to the seller and a buyer's premium of **15%**, which will be retained by Heath Industrial as earned commissions. The auction related expenses are estimated at \$5,000 (five thousand dollars, all of which will be advanced by Heath Industrial and deducted from the proceeds of the auction.



Terms and Conditions

1. Wok N' Hot will provide proper title and Heath Industrial will offer the assets free and clear of any liens or encumbrances.
2. Heath Industrial will be allowed free access to the premises during regular business hours and allow auction sale preparation, inspection by potential buyers, and removal of the machinery equipment post sale.
3. Heath Industrial will not be responsible for removal of any hazardous materials or fluids.
4. The machinery & equipment will be sold "as is", "where is", with no warranties or guarantees, except to title.

Heath Industrial is prepared to begin this assignment as soon as possible. Please sign in the appropriate area indicating your acceptance of the selected proposal. Upon receipt of your acceptance, we will prepare the appropriate formal agreement for your review.

Very truly yours,

Acceptance - Auction Proposal:

Signature: _____

Jake Josko

Title: _____

Director

Date: _____

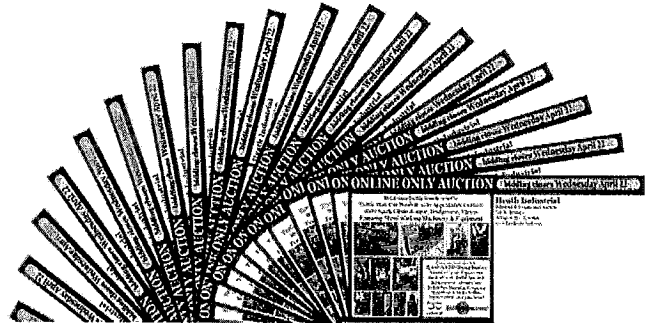
Heath Industrial, Inc.

Marketing

Mail

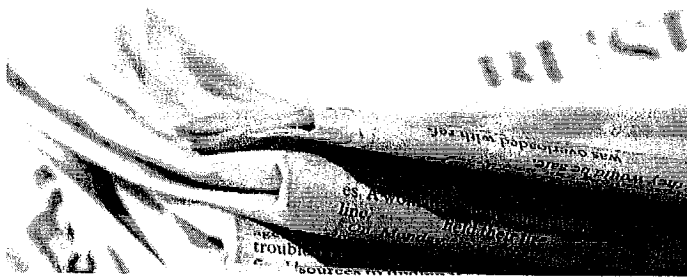
To grab attention right out of the mailbox, we will design an attractive full color mail piece to attract the attention of equipment buyers.

Using our custom marketing system, Heath Industrial will target the appropriate audience for your equipment, concentrating on the geographic area surrounding your facility. We will also mail to our highest rated buyers worldwide. All of our direct mail campaigns will feature the machinery and equipment of your facility alone. We do not co-market multiple facilities.

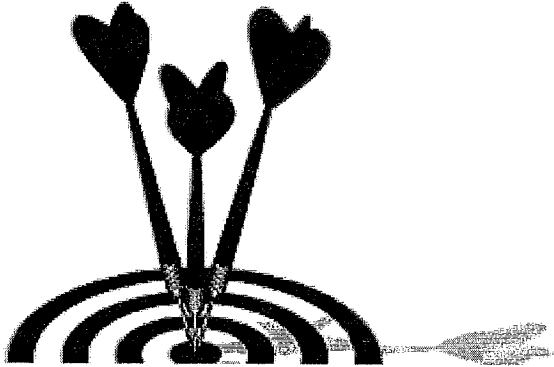


Newspapers

To reach other regional buyers and those in the same industry, we will market the equipment in local newspapers and trade publications.



Heath Industrial will create attractive advertising showcasing not only the major pieces of equipment, but also generating interest in the other equipment at the facility. We will place these advertisements into appropriate local newspapers and trade publications.

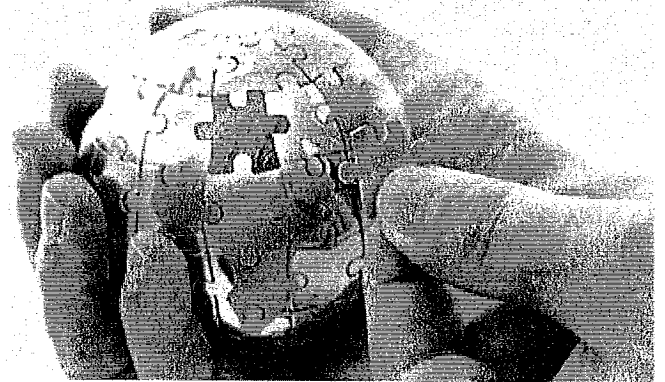


Auction Marketing (continued)

Marketing

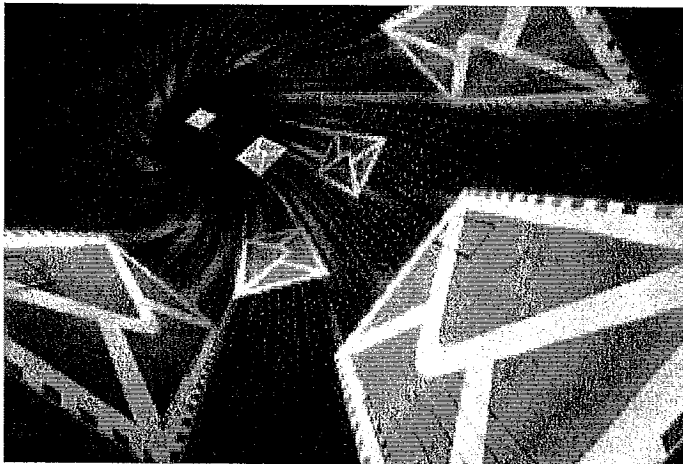
To reach a wider market, we advertise the sale on industrial & machinery websites.

To cost effectively reach buyers worldwide, we will market the auction on leading machine tool and industrial equipment web sites. Often we will market individual pieces as well, to target buyers looking for a specific piece of equipment. We will also place the auction in leading auction calendar web sites and on our strategic partner web sites to reach the widest audience possible.



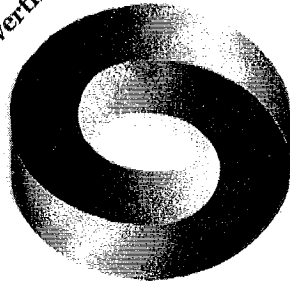
Campaigns

We will market the sale directly into prospective buyers inbox.



We will create and send custom email campaigns featuring the auction to our entire list of registered buyers. Not only are our email campaigns a cost effective approach to auction marketing, but they also help with our green initiative. By going as paperless as possible, we can help reduce carbon output, save our forests, and reduce the amount of environmentally hazardous materials used in the print industry.

Advertising



Auction Labor

Inventory Capture

We create a detailed inventory list of all of the machinery and equipment available for sale.

To properly market the auction, we will do a complete inventory of all assets at the facility. Not only does this allow us to properly advertise the equipment, it also sets the foundation for the facility setup and the actual lotting process. Accurate and complete equipment descriptions on every asset are required to maximize buyer interest.

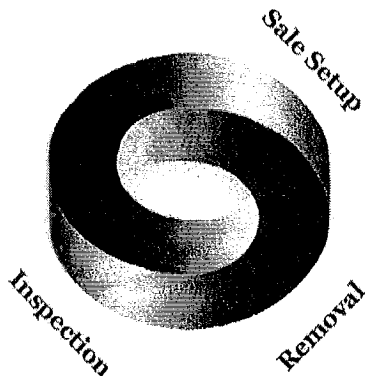


Photography & Video

We take detailed photographs and videos of equipment in operation.



We shoot multiple photos of every piece of equipment, up to 20 images per asset. We even capture equipment in operation on video for publication on our web site. This step allows us to show the equipment in our direct mail pieces, in our email campaigns and also on our web site. We focus not only on the major equipment, but also group shots of the miscellaneous equipment, machine tool, and plant accessories.



Auction Labor (continued)

Setup

We align and group the assets into a logical selling order and “tag” all assets.

To generate the most revenue possible, we gather the smaller assets facility wide, and inventory them into groups suitable for sale. We create a proper selling order for the entire facility and number every item for sale. We also clean the assets where appropriate and in some cases hire professional repairmen to return assets to proper functionality.



Removal

We oversee the removal phase to insure that the equipment is removed in a safe manner.



Heath Industrial will staff the removal phase of the project, overseeing equipment removal until the last piece has left the facility. Heath Industrial does not do any machinery loading or removal; it is the buyer’s responsibility to move their equipment. Heath Industrial will require a Certificate of Insurance from all machinery movers in order to protect the equipment and the real estate.

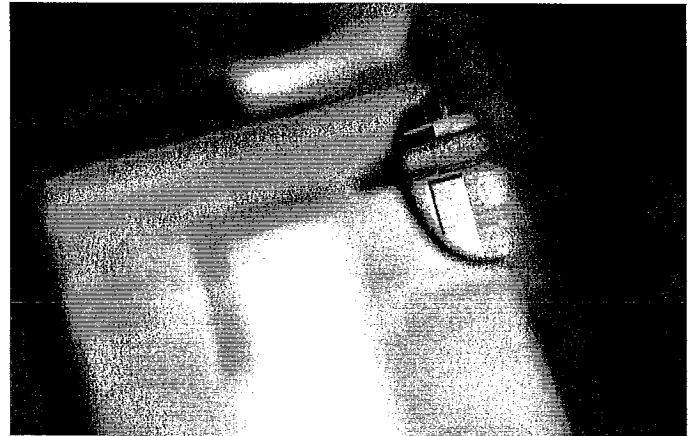


Internet Bidding

Bidding

We proudly utilize BidSpotter.com exclusively for our online only and live webcast auctions.

BidSpotter.com is the worldwide leader in providing internet based bidding tools and has a registered user base of over 200,000 users worldwide. In addition, BidSpotter.com specializes in industrial equipment and machine tools, so their users are experienced industrial equipment buyers.



Logistics

Some online bidders will want to have their purchases shipped to them.



On the larger pieces of equipment, we use the same machinery movers and riggers as for the onsite buyers. Heath Industrial often will act as a conduit between buyer and rigger, managing the removal process on behalf of the online bidder. On smaller items we partner with Craters & Freighters, the nation's largest packing and shipping firm.

The Heath Industrial Advantage

Local Presence, Nationwide Outlook

Heath Industrial is an Illinois based industrial auction firm, period. We are not a used equipment dealer who occasionally has an auction, nor do we purchase our client's equipment at their auction sale. We employ our own lead supervisor, not an out-of-town firm who will employ "who ever is around" to setup your auction. And we are not so large that we can afford to take your business for granted. From the day we have a signed contract, until the last piece has left the building; we take a hands-on and personal approach to your auction. Jake Josko will be overseeing the auction programs, from start to finish.

Online Experience

Some industrial auction firms like to run their own custom internet bidding platforms, and our principals were the creators and the driving force on two major online industrial auction portals: www.gavelcast.com created in 1998 and its successor www.winternitzonline.com. We believe that the most important aspect of selling online is buyer exposure to your auction. No other industrial online selling platform gets more exposure or has more registered users than BidSpotter.com and as our "partner" in the auction process, allows us to focus on what we do best: preparing and marketing a facility for auction, and overseeing the project to completion.

Some people see an empty building, we see a success story.



Specializing in commercial and industrial machinery & equipment, at Heath Industrial our goal is to turn surplus assets into liquid assets via the auction method. Be it one asset or an entire facility, we have the knowledge, the experience and the drive to do just that.

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Chapter 11
)
PIZZERIA CINY, INC.,) Case No. 16-27668
)
d/b/a Wok n Hot, an Illinois corporation,)
) Hon.
)
Debtor.)

**DECLARATION OF JAKE JOSKO
PURSUANT TO FED. R. BANKR. P. 2014**

I, Jake Josko, pursuant to 28 U.S.C. § 1746, hereby depose and state under the penalty of perjury as follows:

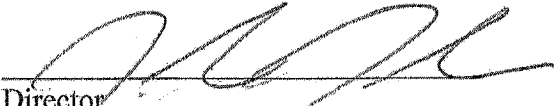
1. I submit this declaration pursuant to Fed. R. Bankr. P. 2014 in support of the *Debtor's Motion for Authority to Retain Auctioneer, Sell Assets of the Out of the Ordinary Course of Business and Related Relief* (the "Motion").
2. I am a director of Heath Industrial Auction Services, Inc. ("Heath"), and Heath has authorized me to submit this Declaration on its behalf.
3. I am a professional auctioneer and certified appraiser with 20 years of industrial auction experience. I have managed projects ranging from single machine consignments through negotiating complete liquidations for Fortune 500 clients throughout North America and Mexico. I have written numerous articles for industrial trade journals, participated in association panel discussions and conducted educational equipment workshops for the major lending institutions throughout North America.
4. Neither I nor anyone at Heath have had any business, professional or other relationship with the above-captioned debtor (the "Debtor") or its creditors or any party in interest.

Heath has previously worked with attorneys in the law firm representing the Debtor, Shaw Fishman Glantz & Towbin LLC, on various matters unrelated to the above-captioned bankruptcy case.

5. Heath and I are disinterested persons, as that term is defined by 11 U.S.C. § 101(14).

6. Neither Heath nor I have entered into any agreement to share compensation as it may be awarded except as permitted under 11 U.S.C. § 504(b).

Dated: August ^{20th} ~~1~~, 2016



Director
Heath Industrial Auction Services, Inc.

EXHIBIT C

LEASE

between

**AT BRIARGATE IL, LLC
as Landlord**

and

**PIZZERIA CINY, INC.
d/b/a WOK N HOT
as Tenant**

Approximately 4,401 square feet

**Crossroads at Briargate
454 & 456-464 Redington Drive
Suite O-101
South Elgin, Illinois 60177**

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01 - Summary of the Basic Lease Provisions

- (a) DATE OF LEASE AND SIGNING BY LANDLORD: Sept 11, 2014
- (b) NAME AND ADDRESS OF LANDLORD: AT Briargate IL, LLC
2720 East Camelback Rd.
Suite 220
Phoenix, Arizona 85016
- (c) NAME AND ADDRESS OF TENANT: Pizzeria CINY, Inc.
d/b/a Wok n Hot
5N095 Prairie Rose Dr.
St. Charles, Illinois 60175
- (d) NAME AND ADDRESS OF GUARANTORS: James Thomason
5N095 Prairie Rose Dr.
St. Charles, Illinois 60175

Carrie Thomason
5N095 Prairie Rose Dr.
St. Charles, Illinois 60175
- (e) PERMITTED USE: Solely and exclusively for the operation of a Chinese fusion restaurant and the sale of alcohol for on premise consumption. Other than the foregoing, the Premises shall be used for no other purposes.
- (f) TENANT'S TRADE NAME: **Wok n Hot**
- (g) SHOPPING CENTER: **Crossroads at Briargate** (the "Shopping Center"), which is legally described on Exhibit "A" attached hereto and made a part hereof. The term Shopping Center shall include any land and improvements adjacent to the Shopping Center which Landlord elects in its discretion to include as part of the Shopping Center, from and after the time designated by Landlord in a written notice to Tenant, provided that such property is substantially open and operating as a Shopping Center at the time such designation is effective.
- (h) THE PREMISES: That portion of the Shopping Center crosshatched on the "Site Plan" attached hereto as Exhibit "B" and made a part hereof and designated as **Suite O-101**; said Premises containing approximately **4,401 square feet**, or as measured at time of construction.
- (i) COMMENCEMENT DATE: **This Lease shall be effective and in full force and Landlord shall deliver the Premises to Tenant (the "Possession Date") upon execution by the parties hereto. The commencement of Fixed Minimum Rent and Tenant's share of Operating Costs and Taxes (the "Commencement Date") shall be the earlier of (i) ninety (90) days after build-out begins; or (ii) the date Tenant opens for business to the public.** Landlord and Tenant agree to execute a "Delivery of Possession Date and Commencement Date Certificate" and an "Opening and Termination Date Declaration" promptly after the Commencement Date.
- (j) RULES AND REGULATIONS: Exhibit "D" of the Lease sets forth various provisions regarding Tenant's occupancy within the Shopping Center. Tenant shall abide by and comply with all terms, conditions, rules and regulations as contained within Exhibit "D". All rules and regulations

contained herein is subject to change at Landlord's reasonable discretion.

(k) **YEAR:** The first "Year" shall be that period commencing on the Commencement Date and ending on the twelve (12) month anniversary of the first day of the calendar month after the Commencement Date, unless the Commencement Date occurs on the first day of the month and in such case, such Year shall end on the twelve (12) month anniversary of the Commencement date. If the Commencement Date occurs on a day other than the first of a month, for Fixed Minimum Rent purposes, the first Year of the Term shall be the number of days from the Commencement Date through the last day of the month of the Commencement Date plus twelve (12) calendar months. Each twelve (12) month period ending on twelve (12) month anniversary of the end of the first Year shall be a "Year" for purposes of this Lease.

(l) **LEASE TERM AND EXTENSION RIGHTS:** Approximately **TEN (10) YEARS and ZERO (0) MONTHS** beginning on the Commencement Date and expiring on the day immediately preceding the tenth (10th) year of the Commencement Date, but if the Commencement Date is not the first day of a calendar month, the Lease Term will expire on the last day of the calendar month in which the anniversary of the Commencement Date occurs.

(m) **LANDLORD'S WORK:** The construction work to be substantially completed by Landlord prior to delivering the Premises to Tenant, a description of which is contained on Exhibit "C" attached hereto. The Premises shall be delivered in an "AS IS" condition unless stated to the contrary in Exhibit "C".

(n) **TENANT'S WORK:** All construction work other than Landlord's Work which is required to complete the Premises to a finished condition ready for the conduct of Tenant's business. Tenant's Work shall be performed in a good and workmanlike manner in conformity with all governmental codes, statutes, rules and regulations and by a duly licensed and insured contractor. **Landlord agrees to provide a tenant improvement allowance in the amount of Twelve and 00/100's Dollars (\$12.00) per square foot (the "TI Allowance") to be used towards construction and fixture related expenses in the Premises. Landlord agrees to disburse the TI Allowance after Landlord's receipt of a certificate of occupancy from local governing authorities and the appropriate lien waivers and receipts from contractors or subcontractors for all construction work performed within the Premises.**

(o) **FIXED MINIMUM RENT:** The sum due and payable each Year (payable monthly in equal installments) during the Lease Term, subject to adjustment as provided herein, is set forth below:

MONTHS	\$/SF		ANNUAL FIXED MINIMUM RENT		MONTHLY RENT
01-02	\$0.00		\$0.00		\$0.00
03-04	\$6.25		\$27,506.25		\$2,292.19
05-12	\$12.50		\$55,012.50		\$4,584.38
YEARS					
2	\$12.50		\$55,012.50		\$4,584.38
3	\$13.00		\$57,213.00		\$4,767.75
4	\$13.50		\$59,413.50		\$4,951.13
5	\$14.00		\$61,614.00		\$5,134.50
6-10	\$15.50		\$68,215.50		\$5,684.63
MONTHS					
121-123	\$15.50		\$68,215.50		\$5,684.63

(p) **FIXED MINIMUM RENT - ABATEMENT:** Tenant shall be relieved of tenants fixed minimum rent during the first sixty (60) days of Tenant's Lease Term and half rent for the following sixty (60) days of Tenant's Lease Term.. However Tenant shall pay all of Tenant's Operating Costs including

tenants pro rata share of cam, taxes and insurance. In the event of the (i) vacation of the Premises; (ii) early termination of the Lease; or (iii) the cessation of the operation of Tenant's business in the Premises as a result of violation of the terms and conditions of the Lease, Tenant shall reimburse Landlord for the unamortized portion of the foregoing Fixed Minimum Rent Abatement within thirty (30) days of such vacation, termination or cessation. Such amortization shall be calculated on a straight line basis.

- | | | |
|-----|-----------------------------|---|
| (q) | PERCENTAGE RENT RATE: | NONE |
| (r) | PERCENTAGE RENT BREAKPOINT: | NONE |
| (s) | COOPERATING BROKER: | All commissions due Cooperating Broker shall be paid by Landlord. Compensation for Cooperating Broker shall be set forth in a separate agreement. |
| (t) | OPENING SECURITY: | NONE |
| (u) | GRAND OPENING CHARGE: | NONE |
| (v) | PROMOTION CHARGE: | NONE |
| (w) | PREPAID RENT: | \$4,584.38 |
| (x) | SECURITY DEPOSIT: | \$4,584.38 |

Section 1.02 - Significance of Basic Lease Information

In the event of any conflict between a provision in Article 1 and the remainder of this Lease, the former will control.

**ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT**

Section 2.01 - Demise

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord so that Tenant shall continuously operate its business in accordance with the Permitted Use without creating any nuisances and subject to the terms and conditions of this Lease, including the Rules and Regulations contained within Exhibit "D", matters of public record, public or private restrictions affecting Landlord or the Shopping Center and all applicable governmental rules and regulations. Tenant shall comply with (i) all governmental laws, rules and regulations related to its occupancy and use of the Premises, including the Americans with Disabilities Act, and with (ii) the terms and conditions of any document or matter which is of public record or of which Landlord has notified Tenant and which affects Landlord or the Shopping Center. The Premises includes only the interior improvements specifically granted and as to the Premises, Landlord may take whatever reasonable actions necessary to fulfill its obligations hereunder and while doing so shall use reasonable efforts not to adversely interfere with Tenant's operations.

Section 2.02 - Use of Common Areas

"Common Areas" mean all improvements, facilities and areas from time to time furnished by Landlord for the non-exclusive use of the occupants of the Shopping Center, their officers, agents, employees and customers. Tenant may use the Common Area with others subject, however, to the terms and conditions of this Lease and to the Rules and Regulations contained in Exhibit "D". The Common Areas shall be solely controlled by Landlord. Landlord may alter the size, scope and configuration of the Shopping Center

and any portion(s) of the Common Areas, including, the construction of other buildings or improvements in the Shopping Center and the construction of parking facilities, provided only that the size, access and location of the Premises and the parking facilities shall not be materially, adversely impaired.

Section 2.03 - Construction/Possession

Landlord's delivery to Tenant of the Premises for the commencement of Tenant's Work establishes acceptance of the Premises by Tenant in satisfactory condition and in full compliance with all of Landlord's covenants and obligations. Subject to the terms and conditions of this Lease, including Exhibit "C", Landlord shall perform Landlord's Work, if any, at its cost and expense. Tenant shall accept possession upon substantial completion of Landlord's Work, if any. No representations or inducements respecting the condition of the Premises have been made to Tenant by Landlord or its authorized representatives except as provided in this Lease. Tenant may measure the floor area of the Premises within sixty (60) days after the Commencement Date and if the floor area varies from that in Section 1.01 (h) by more than two percent (2%), Tenant shall promptly inform Landlord within such sixty (60) day period and the Premises shall be re-measured to determine its actual area. If the Premises' finally agreed area shall change from that in Section 1.01 (h) by more than two percent (2%), then all calculations in this Lease based upon floor area shall be duly and promptly modified. Floor area shall be measured as provided in Section 4.01. No representations have been made to Tenant that any other Tenants have leased or will continue to lease space within the Shopping Center or that Tenant has any product exclusive unless stated herein to the contrary. Tenant shall perform Tenant's Work in professional, workmanlike manner and shall install such first class stock, fixtures and equipment and perform such other work as shall be necessary to prepare the Premises for the opening and continuous operation of business. Tenant shall pay for temporary utilities from the date when the Premises is made available to Tenant for Tenant's Work (or from the date which Tenant commences to perform its Tenant's Work, if earlier) through the term of this Lease.

Section 2.04 - Quiet Enjoyment

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations, Tenant, subject to the provisions hereof, shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without interference by Landlord.

Section 2.05 - Statement of Lease Term

Intentionally Deleted.

Section 2.06 - Failure of Tenant to Open on the Commencement Date

Intentionally Deleted.

**ARTICLE 3
RENT**

Section 3.01 - Fixed Minimum Rent

Tenant covenants and agrees to pay to Landlord, in lawful money of the United States, Fixed Minimum Rent as provided in Section 1.01(o) in advance without demand, deduction or set-off whatsoever on the first (1st) day of each calendar month during the Lease Term. Fixed Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis. Fixed Minimum Rent for any Year which is shorter or longer than twelve (12) calendar months shall be based upon the monthly Fixed Minimum Rent set forth in Section 1.01(o), with such rent for any partial month being prorated based upon

a thirty (30) day month basis.

Section 3.02 - Percentage Rent Based Upon Gross Receipts

Intentionally Deleted.

Section 3.03 - Gross Receipts Defined

Intentionally Deleted.

Section 3.04 – Tenant’s Records and Inspection Rights

Intentionally Deleted.

Section 3.05 - Reports by Tenant

Within (30) days after the end of the preceding calendar year, Tenant shall provide Landlord an accurate written statement, signed by Tenant, stating its Sales from the Premises as reported to the state of Illinois.

Section 3.06 - Security Deposit

If Tenant defaults with respect to any provision in this Lease, Landlord may use all or any part of the Security Deposit for the payment of Rent or any other sum in default or for the payment of any sum Landlord may be required to expend as a result of Tenant’s default. If Landlord so uses all or part of the Security Deposit, Tenant shall immediately pay to Landlord additional funds so as to restore the Security Deposit to its required level. If Tenant shall fully perform each provision of this Lease, any portion of the Security Deposit which has not been utilized shall be returned to Tenant, without interest, unless required by law, within thirty (30) days after the expiration of the Lease Term. Upon the sale of the Shopping Center, Landlord shall have no obligation to Tenant for any Security Deposit and Tenant shall solely look to the purchaser for all refunds, if any.

Section 3.07 - Additional Rent and Address for Payment

In addition to Fixed Minimum Rent, all other payments due and payable by Tenant hereunder, including, but not limited to, Tenant’s proportionate share of “Operating Costs” (as hereinafter defined), are known as “Additional Rent” and such sums shall be due and payable on demand, together with interest thereon as provided below. Fixed Minimum Rent and Additional Rent are herein sometimes referred to as “Rent”. Should Tenant fail to make any payment of Rent, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate which is the lesser of eighteen percent (18%) per annum or the maximum interest rate which would not violate the laws of Illinois as it may be amended from time to time. This interest rate shall apply both pre and post-judgment. Tenant also shall pay as Additional Rent a fee of Fifty Dollars (\$50.00) for processing of late payments. Rent shall be due at the address specified by Landlord for notices hereunder, or at such other address designated in writing by Landlord.

**ARTICLE 4
OPERATING COSTS, TAXES**

Section 4.01 - Operating Costs

Along with Fixed Minimum Rent and as part of Additional Rent, Tenant covenants to pay its share of all costs of maintaining, repairing, operating and insuring the Common Areas and other portions of the Shopping Center which are the responsibility of Landlord (collectively, “Operating Costs”) plus a management administration fee equal to four percent (4.0%) of the sum of the Fixed Minimum Rent and

Additional Rent. The term "Operating Costs" shall include, without limitation, the costs of repairing, replacement and resurfacing all parking facilities, lots and driveways; costs of repair and replacement of all canopies, lighting, escalators, elevators, stairways and roof membranes; costs of the project manager and other personnel involved in the operation and maintenance of the Shopping Center, including any cost allocations; costs of Landlord's all-risk (or similar) insurance with respect to the buildings and improvements in the Shopping Center, including rent loss insurance maintained by Landlord; costs of alterations to the Common Areas required as a result of changes in laws, governmental regulations, or interpretations of laws or regulations after the date of opening of the Shopping Center; costs of maintenance required of Landlord by this Lease, including Article 7 hereof; costs allocated to the Shopping Center, if any pursuant to any public or private arrangements or agreements, including, without limitation, any reciprocal easement agreements and any cost sharing agreements; provided, however, that the amount to be included with respect to a capital expenditure in a given year shall be equal to the amount that would have been payable in such year on a loan taken out at the time of the capital expenditure and in the amount of the capital expenditure, where the annual interest rate on such loan was 12% and where such loan required full amortization of principal and interest over the useful life of such capital item, with equal monthly amortization payments.

Tenant's share of Operating Costs shall be determined by the following formula:

$$\frac{\text{Square Footage of Premises} \times \text{Operating Costs for Shopping Center}}{\text{Square Footage of Shopping Center}}$$

The "Square Footage of Shopping Center" shall be the total square footage of the Shopping Center as reasonably determined by Landlord. The floor area of the Premises shall be measured from the center line of demising walls to the exterior faces of exterior walls or windows. Landlord shall estimate these costs and the management administration fee annually and Tenant covenants to pay its pro-rata share of such estimated amounts monthly and Landlord shall provide to Tenant a written reconciliation of actual Operating Costs and the management administration fee to payments received from Tenant within four (4) months after the end of the operating cost accounting year. Any excess payments by Tenant shall be applied towards next month's (or months') Operating Costs or management administration fee, as the case may be, and any shortage shall be paid to Landlord with Tenant's next Rent payment. Tenant's share of Operating Costs shall be prorated for any Operating Cost accounting year hereunder. If any item of Operating Costs is attributable to less than all of the Tenants in the Shopping Center (the "Affected Tenants") as a result of other Tenants paying such costs separately in connection with their Premises, the denominator of the above fraction, solely for purposes of allocating such item of cost, shall be reduced to include only the square footage of the Affected Tenants.

Section 4.02 – Taxes

Throughout the Lease Term, Tenant shall pay monthly as Additional Rent its pro-rata share of Taxes. "Taxes" mean all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same maybe payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the Shopping Center, any appurtenance thereto or any property, fixtures or equipment thereon. Taxes also include the costs (including, without limitation, of any negotiation, contest or appeal pursued by or on behalf of Landlord and relating to the Shopping Center. Taxes exclude any income, transfer, profit, inheritance or franchise tax which may be imposed upon Landlord. Tenant's share of Taxes shall be computed by multiplying taxes by the fraction utilized in Section 4.01 hereof. Landlord shall estimate Taxes annually and shall reconcile actual Taxes with payments received from Tenant within four (4) months after the end of a Year. Should Taxes be underestimated, Tenant shall pay any deficiency with the next payment of Fixed Minimum Rent and Landlord shall appropriately adjust its estimates. Any excess payments shall be credited against Tenant's next payment

of Taxes. In addition to Tenant's proportionate share of any Taxes, in the event there is imposed at any time during the Lease Term a tax upon and/or measured by the Rent payable by Tenant under this Lease, whether by way of a sales or use tax or otherwise, Tenant shall be responsible for the payment of such tax and shall pay same on or prior to the due date thereof; provided, however, that the foregoing shall not include any inheritance, estate, succession, transfer, gift or income tax imposed on or payable by Landlord.

**ARTICLE 5
ADVERTISING AND PROMOTION**

Section 5.01 – Advertisements, Grand Opening Charge and Promotional Charge

NONE

**ARTICLE 6
UTILITIES**

Section 6.01 Utilities

Tenant shall contract and pay for all utilities used or consumed in the Premises, including any tap-in, connection and metering fees which may be charged by the applicable utility supplier. If Tenant fails to pay such charges when due, Landlord may pay such charge on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord promptly upon demand, or at Landlord's option, deducted from Tenant's Security Deposit, along with an administrative fee of Fifty and No/100ths Dollars (\$50.00). Landlord is not responsible for any interruptions or curtailment in utility services unless caused solely by the negligence or misconduct of Landlord, its agents or employees and if so caused, Landlord shall use prompt and reasonable efforts to restore said utility. If any of the above stated utilities are billed to Landlord for the entire building, and not separately to each tenant, Landlord shall notify Tenant, in writing, enclosing a copy of the bill, and Tenant shall pay its pro rata share of the bill based on the square footage leased to Tenant, compared to the total square footage leased to other tenants who share the same utility in the same building. (In the event either Landlord or Tenant desires to have the Premises separately metered to gauge actual water usage, the party so desiring shall, at its expense, have a separate water meter installed for the Premises. Landlord shall periodically read said meter and shall notify Tenant, in writing, as to the amount of Tenant's water usage. Tenant shall promptly pay to Landlord, as additional rent within thirty (30) days of said notice, the amount for Tenant's water usage based on the county's standard rate plus any applicable stand-by fee.)

**ARTICLE 7
INSTALLATION, MAINTENANCE, OPERATION AND REPAIR**

Section 7.01 - Tenant Installation of Fixtures and Other Changes

Tenant shall install first class trade fixtures and equipment required to operate its business. All trade fixtures, signs or other personal property installed in the Premises by Tenant shall remain its property and may be removed at any time, provided that Tenant is not in default and that the removal thereof does not cause, contribute to or result in Tenant's default hereunder. The term "trade fixtures" excludes carpeting, floor coverings, lighting fixtures, wall coverings or similar Tenant improvements, all of which shall become the property of Landlord upon surrender of the Premises. Tenant shall perform no structural work, no exterior work and no other work costing more than \$15,000.00 in the aggregate per Year, without the prior written approval of Landlord. Such approval shall not be unreasonably conditioned, withheld, or delayed. Any work permitted shall be at Tenant's sole cost and expense and be done in a good and workmanlike manner in compliance with all governmental requirements without any liens attaching to the Premises or the Shopping Center.

Section 7.02 - Non-Premises Maintenance by Landlord

Landlord shall keep the exterior supporting walls, foundations, roof, sprinkler system (if any), gutters and downspouts of the Premises in good repair. Landlord shall not be required to repair, maintain, alter or perform any other repairs to the Premises including any plumbing, ventilating, electrical, air conditioning or other mechanical installations, but, to the extent not caused by the action or inaction of Tenant or its agents, employees or independent contractors, Landlord shall repair the plumbing, sanitary sewer, electrical and water lines to their entry point into the Premises. Landlord shall maintain and keep in good repair the Common Areas within the Shopping Center. Except as provided in Article 9 hereof, Landlord shall have no duty to make any repairs in the Premises resulting from (a) any alterations, modifications or improvements made by or on behalf of Tenant, (b) the installation of Tenant's property, fixtures (trade or otherwise), equipment or inventory, (c) Tenant's use or occupancy of the Premises in violation hereof or in a manner not contemplated by Landlord as of the date hereof, or (d) the acts or omissions of Tenant, its employees, agents, contractor, sub-Tenants, invitees, licensees or customers.

Section 7.03 – Premises Maintenance by Tenant

Except for Landlord's maintenance responsibilities as provided in Section 7.02, Tenant shall, at Tenant's expense, keep the Premises, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition and free from loiterers. If Tenant fails to do so, Landlord, after notice, may perform these duties and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request, or at Landlord's option, Landlord may deduct such costs from Tenant's existing Security Deposit. Tenant shall make any and all additions, improvements, alterations and repairs to or on the Premises required by any lawful authorities or insurers, other than those required for load-bearing interior walls and the roof, foundation or exterior walls. Landlord may deal directly with any authorities respecting their requirements for additions, improvements, alterations or repairs. Through a licensed or qualified contractor, Tenant shall cause to be performed all maintenance on the Premises and its systems and equipment, other than the sprinkler system, in a good and workmanlike manner including the monthly changing of heating, ventilating and air conditioning filters and lubrications, adjustments, and inspections and shall provide evidence of such maintenance within thirty (30) days of Landlord's request. Tenant, at its expense, shall retrofit, replace and/or repair such systems, equipment and all components thereof as required to maintain such systems in good working order and repair. Upon prior notice, Landlord, through an independent contractor, may undertake HVAC maintenance at competitive rates and charge Tenant for such maintenance as Additional Rent and in such event, Tenant covenants to pay such charges. Any and all roof penetrations and sprinkler changes required by Tenant's Work or for Tenant to comply with this Section 7.03 shall be made at Tenant's cost but at a competitive price by Landlord's independent roofing and sprinkler contractors, respectively. **Landlord agrees all HVAC equipment servicing the Premises shall be in good working order prior to the Commencement Date and shall pay for any repairs over five hundred dollars (\$500.00) during the first year.**

Section 7.04 - Sign, Awnings and Canopies

Intentionally Deleted

Section 7.05 -Liens

No encumbrances, charges or liens against the Shopping Center shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 7.06 - Surrender of Premises

Upon termination or earlier expiration of this Lease, Tenant shall surrender the Premises in the same

condition as the date Tenant opened for business, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

ARTICLE 8 INSURANCE

Section 8.01 - Tenant's Coverage

Tenant shall obtain and maintain in full force during the Lease Term the following insurance coverage with respect to the Premises:

(a) Commercial general liability insurance, with contractual liability broad form general liability endorsement, insuring Tenant, and naming Landlord and any other person designated by Landlord as additional insured, against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on the Premises, or arising out of the condition, use, or occupancy of the Premises, or in any way occasioned by or arising out of the activities of Tenant, its agents, contractors, employees, guest, invitees or licensees in the Premises or the Shopping Center, the limits of such policy or policies to be in amounts not less than One Million Dollars (\$1,000,000.00) for each occurrence, One Million Dollars (\$1,000,000.00) for each separate injury and One Million Dollars (\$1,000,000.00) for property damage. Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in this Lease.

(b) All-risk property insurance in an amount adequate to cover loss of the replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, Tenant's leasehold improvements and betterment, and all other contents located or placed therein.

(c) *Intentionally Deleted.*

(d) *Intentionally Deleted.*

(e) Plate glass insurance covering the full replacement value of the plate glass in the Premises.

(f) Workers' Compensation Insurance, if required by law, covering all persons employed, directly or indirectly, in connection with any work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by laws of the State where the Premises are located or of the United States, if required by law.

(g) All of the aforesaid insurance except the Workers' Compensation Insurance required by subparagraph (f) above shall be written in the name of and shall insure Tenant and name Landlord, and any designees of Landlord, as additional insureds, and shall be written by one or more responsible insurance companies satisfactory to Landlord and in form satisfactory to Landlord; all such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's stores (provided such blanket policies meet the requirements of this Section 8,01); all such insurance shall contain endorsements as follows: Such insurance may not be canceled or amended with respect to Landlord or its designees or the Premises except upon thirty (30) days' prior written notice by the insurance company to Landlord and any such designees; Tenant shall be solely responsible for payment of premiums and Landlord or its designees shall not be required to pay any premium for such insurance; in the event of payment of any loss covered by such policy, Landlord or its designees shall be paid first by the insurance company for Landlord's loss. The minimum limits of the commercial general liability policy herein set forth shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen (15) days prior to

the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then Landlord may but shall not be required to, purchase such insurance on behalf of Tenant and add the cost of such insurance as Additional Rent payable with the next due installment of Fixed Minimum Rent.

The minimum limits of the commercial general liability policy of insurance hereinbefore set forth shall be subject to increase at any time, and from time to time, if Landlord shall reasonably deem it necessary for adequate protection. Within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence of Tenant's compliance with such demand. Tenant agrees, at its own expense, to comply with all rules and regulations of any fire insurance rating organization having jurisdiction of the Premises and to comply with all requirements imposed by Landlord's insurance carrier, if any. If gas is used in the Premises, Tenant shall install at its expense both manual and automatic gas cut-off devices.

Section 8.02 - Increase in Fire or Environmental Insurance Premium

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article or service which may be prohibited by or increase the premiums under Landlord's property or liability insurance policy or which is prohibited by any local, state or federal agency.

Section 8.03 - Landlord's Coverage

Landlord shall maintain or cause to be maintained an adequate public liability and property and rental insurance covering the Shopping Center. Tenant shall bear its proportionate share of the cost of insurance procured by Landlord, all in accordance with Section 4.01.

Section 8.04 - Indemnification

Tenant covenants and agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all claims, damages, liabilities or expenses arising out of or from (i) Tenant's use of the Premises, (ii) any breach or default in the performance of any obligation of Tenant, (iii) any act, omission or negligence of Tenant, its sublessees, assignees, licensees or concessionaires or any of their respective agents, contractors and employees. Tenant shall maintain a contractual liability endorsement to its public liability policy, specifically endorsed to cover the indemnity provision of this Section.

Section 8.05 - Waiver

Landlord and Tenant hereby grant to each other on behalf of any insurer providing insurance to either Landlord or Tenant as required by this Lease covering the Premises, improvements therein or contents thereof, a waiver of any right of subrogation any such insurer of one party may acquire against the other by virtue of payment of any insurable loss, and, to that end, Landlord and Tenant shall cause such insurance to be written so that the insurer waives any such right of subrogation. In connection therewith, Landlord shall not be liable for any damage to or loss of Tenant's personal property or improvements from any cause.

ARTICLE 9 DAMAGE AND DESTRUCTION

Section 9.01 - Fire, Explosion, or Other Casualty

Tenant shall immediately give notice to Landlord of any damage to the Premises. If the Premises are damaged by a fire, explosion or other casualty (an "Occurrence") to an extent of less than ten percent (10%)

of the cost of replacement of the Premises, the damage, except as provided in Section 9.02, shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, floor coverings, equipment and other personal property. If such damage occurs and (i) Landlord is not required to repair as provided above, or (ii) the Premises shall be damaged to the extent of ten percent (10%) or more of the cost of replacement, or (iii) the building of which the Premises are a part is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, or (iv) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, Landlord may repair or rebuild the Premises or the buildings, or terminate this Lease upon notice of such election in writing to Tenant within ninety (90) days after the Occurrence. In the event of an Occurrence, if this Lease is not otherwise terminated and if either (x) in Landlord's judgment restoration of the Premises cannot be completed within one hundred eighty (180) days of the Occurrence or (y) the Occurrence happens within the last twelve (12) months of the term of the Lease and Tenant does not within thirty (30) days of the Occurrence irrevocably exercise its next option, if any, to extend the Lease Term, then Landlord may elect to terminate this Lease by written notice to Tenant given within ninety (90) days of the Occurrence. If the Occurrence renders a portion of the Premises untenable and Tenant does not utilize the portion rendered untenable, a proportionate abatement of the Rent shall be allowed from the Occurrence date until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the gross square footage of the untenable space bears to the floor area of the Premises.

Section 9.02 - Landlord's and Tenant's Work

Upon an Occurrence, Landlord need only repair as is necessary to place the Premises in the same condition as when possession was initially delivered to Tenant, and Landlord's obligation to repair shall be limited to the extent of insurance proceeds made available to Landlord specifically for such repair. Landlord shall not be required to rebuild or restore any portion of Tenant's Work or of any additional work performed by Landlord on behalf of Tenant. Immediately thereafter, Tenant shall, at Tenant's expense, promptly perform Tenant's Work and shall repair or replace its inventory, fixtures, personal property, and shall promptly reopen for business.

ARTICLE 10 CONDEMNATION

Section 10.01 - Condemnation

If any or part of the Premises is rendered unusable because of a taking (via eminent domain or deed in lieu thereof), or if any part of the Shopping Center is taken and its continued operation is not in Landlord's opinion economical, this Lease shall terminate as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in the termination of this Lease, Fixed Minimum Rent shall be proportionately reduced according to the part of the Premises remaining usable by Tenant.

Section 10.02 - Condemnation Award

All compensation awarded or paid for any taking shall be the property of Landlord and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation. Nonetheless, Landlord shall not be entitled to any award specifically made to Tenant for moving expenses or for the taking of the unamortized portion of Tenant's trade fixtures, furniture or leasehold improvements.

Section 10.03 - Landlord's and Tenant's Work

If this Lease is not terminated as provided above, Landlord shall promptly repair such structural portions of the Premises as may be necessary for Tenant to operate its business, to the extent of condemnation

proceeds made available to Landlord specifically for such purpose. Promptly following such repair, Tenant shall, at Tenant's expense, perform Tenant's Work required in a first class, workmanlike manner and shall timely open and operate and otherwise conform to the requirements of this Lease.

ARTICLE 11 DEFAULT AND REMEDIES

Section 11.01 - Default

Tenant shall be in default under this Lease upon the occurrence of any of the following acts, events or conditions:

(a) The Fixed Minimum Rent, Additional Rent or any other sum of money payable under this Lease is not paid when due and such failure shall continue for five (5) days after written notice of such failure of payment; provided, however, such notice and such grace period shall be required to be provided by Landlord and shall be accorded Tenant, if necessary, only two (2) times during any twelve (12) consecutive month period of the Lease Term, and a default by Tenant shall be deemed to have immediately occurred upon the third (3rd) failure by Tenant to make a timely payment as aforesaid within any twelve (12) consecutive month period of the Lease Term, it being intended by the parties hereto that such notice and such grace period shall protect against infrequent unforeseen clerical errors beyond the control of Tenant, and shall not protect against Tenant's lack of diligence or planning in connection with its obligations to make timely payment of Fixed Minimum Rent, Additional Rent and other amounts due hereunder.

(b) The failure by Tenant to cease any conduct prohibited by this Lease within three (3) days after receipt of written notice from Landlord requesting cessation thereof.

(c) The failure of Tenant to cease any conduct or eliminate any condition which poses a danger to person or property within twelve (12) hours of receipt of written notice from Landlord requesting cessation of such conduct or elimination of such conditions.

(d) Tenant shall fail to open for business in the Premises as required by this Lease, or shall cease its business operation at the Premises, except as expressly permitted herein, for a period of three (3) consecutive days, or ten (10) nonconsecutive days during any Year, or shall abandon or vacate all or any portion of the Premises for a period of three (3) consecutive days, or ten (10) non-consecutive days during any Year.

(e) The failure or refusal of Tenant, at any time during the Lease Term, to fulfill or perform any other covenant, agreement or obligation of Tenant hereunder (including, without limitation, the prompt completion of Tenant's Work required under this Lease) if such failure or refusal shall continue without correction for a period of fifteen (15) days after notice thereof to Tenant, provided that if such covenant, agreement or obligation shall be of such nature that it can be fulfilled or performed and if Tenant in good faith commences to fulfill or perform same within said fifteen (15) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said fifteen (15) day period exercising due diligence, a default by Tenant shall not be deemed to have occurred if Tenant is then diligently pursuing the fulfillment or performance of the covenant agreement or obligation and shall thereafter continuously and diligently proceed therewith until completion.

(f) The initiation of any proceeding whereupon the estate or interest of Tenant in the Premises, or any portion thereof, or in this Lease is levied upon or attached if such proceeding is not vacated, discharged or bonded within thirty (30) days after the date of such levy or attachment.

(g) The entry of any decree or order for relief by a court having jurisdiction in the premise in

respect of Tenant or any guarantor of Tenant's obligations ("Guarantor") in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (similar official) of Tenant or any Guarantor or for any substantial part of the assets of Tenant or any Guarantor, or the entry of any decree or order with respect to winding-up or liquidation of the affairs of Tenant or any Guarantor, if any such decree or order continues unstayed and in effect for period of thirty (30) consecutive days; or

(h) The commencement by Tenant or any Guarantor of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Tenant or any Guarantor to the appointment of or possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Tenant or any Guarantor or for any substantial part of the assets of Tenant or such Guarantor, or any assignment made by Tenant or any Guarantor for the benefit of creditors.

Section 11.02 - Remedies

Upon the occurrence of a default by Tenant, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

(a) Landlord, with or without terminating this Lease, may perform, correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform or satisfy, and take, on behalf of Tenant, whatever steps Landlord deems necessary to cure such default, and Landlord may reenter the Premises for such purposes, and Tenant shall fully reimburse and compensate Landlord on demand for all costs and expenses incurred by Landlord in such performance, correction or repair, including, without limitation, accrued interest from the date of demand until date of payment at the interest rate specified in Section 3.07 hereof.

(b) Landlord, with or without terminating this Lease, may immediately or at any time there after demand in writing that Tenant vacate the Premises and thereupon Tenant shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of, or with consent of Tenant within three (3) business days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to reenter and take possession of the Premises. Any such demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute a termination of this Lease by Landlord.

(c) Landlord, with or without terminating this Lease, may immediately or at any time thereafter reenter the Premises and remove therefrom Tenant and all property belonging to or placed on the Premises by, at the direction of or with consent of Tenant. Any such reentry and removal by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.

(d) Landlord, with or without terminating this Lease, may immediately, or at any time thereafter, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term), at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations, redecoration or repairs to the Premises which it may deem reasonably necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including, but not limited to, the reasonable cost of any such alterations, redecoration and repairs made to the Premises, reasonable attorneys' fees, reasonable brokerage commissions and lease assumptions; and if this Lease has not been terminated by Landlord, Tenant shall pay monthly during the remainder of the Lease Term the difference, if any, between the rent and other charges collected from any such subsequent Tenant or Tenants and the Fixed Minimum Rent, Additional

Rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the Fixed Minimum Rent and Additional Rent reserved herein. Tenant's sole responsibility shall be to pay any unamortized portion of Tenant improvement dollars, should Tenant default prior to lease expiration.

(e) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination. Upon such termination, Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination, all arrearage in Rent, costs, charges, Additional Rent, assessments, and reimbursement, the cost (including, without limitation, court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord may, with or without terminating this Lease, declare to be due and payable immediately, the then present value (calculated with a discount factor of eight percent [8%] per annum) of the difference between (x) the entire reasonable determination of the amount of money which would become due and payable during the remainder of the Lease Term (in the absence of the termination of this Lease), and (y) the then fair market rental value of the Premises for the remainder of the Lease Term. Upon the acceleration of such amounts, Tenant agrees to pay the same within ten (10) days after demand from Landlord, in addition to all Fixed Minimum Rent, costs, charges, Additional Rent, assessments, and reimbursements theretofore due; provided, however, that such payment shall not constitute a penalty or forfeiture, but shall constitute liquidated damages for Tenant's failure to comply with the terms and provisions of this Lease (Landlord and Tenant agreeing that Landlord's actual damages in such event are impossible to ascertain and that the amount set forth above is a reasonable estimate thereof and is not a penalty).

Section 11.03 - Reentry by Landlord

If Landlord reenters the Premises or terminates this Lease pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such reentry or termination by Landlord. No reentry or taking possession of the Premises by Landlord or any other action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease or an election by Landlord to terminate this Lease; such action may only be made by Landlord in writing.

Section 11.04 - General

No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under Section 11.02 hereof or under any other provisions of this Lease shall operate as a waiver of any rights of Landlord hereunder, at law or in equity, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or of any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and then only for the one time and in the manner specifically stated. The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.

Section 11.05 - Bankruptcy

If Landlord cannot terminate this Lease or Tenant's right of possession because of the application of bankruptcy or similar laws, then Tenant, as a debtor in possession or on behalf of any trustee for Tenant, shall: (i) within the statutory time, assume or reject this Lease and (ii) not seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord. In such event, Tenant or any trustee for Tenant may only assume this Lease if (a) it cures or provides adequate assurance that it will promptly cure any default hereunder; (b) it compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults,

including without limitation accrued interest as set forth in Section 3.07 and attorneys' fees as a result of such default; and (c) it provides adequate assurance of performance during the Lease Term of all of the terms, covenants and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance shall include, without limitation, adequate assurance: (1) of the source of payment of Rent reserved hereunder; and (2) that the assumption of this Lease will not breach any provision hereunder.

Section 11.06 - Attorneys' Fees

In the event that Landlord or Tenant become involved in any proceeding to enforce this Lease or the rights, duties, or obligations hereunder, the prevailing party in such proceeding shall be entitled to receive, as part of any award, reasonable attorneys' fees actually incurred and all costs of collection.

Section 11.07 - Landlord's Default

Landlord shall be in default under this Lease upon the failure or refusal of Landlord, at any time during the Lease Term, to fulfill or perform any covenant, agreement or obligation of Landlord hereunder if such failure or refusal shall continue without correction for a period of thirty (30) days after notice thereof to Landlord, provided that if such covenant, agreement or obligation shall be of such a nature that it can be fulfilled or performed and if Landlord in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, a default by Landlord shall not be deemed to have occurred if Landlord is then diligently pursuing the fulfillment or performance of the covenant, agreement or obligation and shall thereafter continuously and diligently proceed therewith until completion.

**ARTICLE 12
ASSIGNMENT AND SUBLETTING**

Section 12.01 - Covenant Not to Assign or Sublet without Consent

Tenant covenants that it will not assign, mortgage or encumber this Lease, nor sublease the Premises, or permit the Premises or any part of the Premises to be used or occupied by others whether voluntarily or by operation of law, without the prior written consent of Landlord in each instance. If Tenant is not an individual, a change in the controlling ownership of Tenant shall be deemed to be an assignment of this Lease. If Tenant complies with Section 12.02 below, Landlord shall not unreasonably withhold its consent to the assignment or sublease.

Section 12.02 - Conditions for Landlord's Consent to Assign or Sublease

The granting of consent by Landlord shall be preconditioned upon the fulfillment of the following requirements: (1) Landlord shall be provided with at least thirty (30) days written notice prior to any proposed assignment or subletting; (2) Tenant shall remain primarily liable under this Lease; (3) Any proposed assignee or sublessee shall assume, in a written instrument acceptable to Landlord, all of the obligations of Tenant; (4) No use shall be employed in connection with the Premises other than the Permitted Use set forth in this Lease; (5) The Premises shall remain intact unless Landlord agrees to the contrary; (6) In Landlord's sole judgment, the successor shall have a good reputation in the area and be financially capable of fulfilling the Lease obligations; (7) In Landlord's sole judgment, Rents from the subtenant or assignee shall be equal to those paid by Tenant for Fixed Minimum Rent and Additional Rent; (8) In Landlord's sole judgment any use of the Premises permitted hereunder by the proposed sublessee/assignee will not violate or create any potential violation of any laws nor will it violate another agreements affecting the Premises, the Shopping Center or Landlord; (9) Tenant shall pay all reasonable attorney's fees or other costs not to exceed five hundred dollars (\$500.00) associated with Landlord's

review and approval of a prospective assignee or sublessee; and (10) Tenant will not sublet or assign to an existing Shopping Center tenant, or to a person or entity with whom Landlord has negotiated for space within the Shopping Center during the preceding six (6) months. If Landlord denies a sublease or assignment, Tenant's sole remedy shall be in equity and Landlord shall not be liable for monetary damages. However, Landlord shall not withhold, condition or delay any unreasonable request to assign the lease from Tenant.

Section 12.03 - Assignment in Violation of Article

No occupancy by any party other than Tenant or collection of Rent by Landlord will be deemed (i) a waiver of the provisions of this Article 12; or (ii) the acceptance of the assignee, subtenant or occupant as Tenant; or (iii) a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease shall not relieve Tenant from obtaining Landlord's prior written consent in writing to any further assignment or sublease. No permitted subtenant shall assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others.

**ARTICLE 13
RIGHT OF ENTRY**

Section 13.01 - Reasonable Right of Entry

Landlord or its agents may enter the Premises for any reasonable purpose and bring and store necessary repair materials without any liability to Tenant. Landlord shall use reasonable efforts to minimize any disruption to Tenant's business caused by such entry. During the four (4) month period prior to the end of the Lease Term or any renewal term, Landlord may place upon the Premises "To Let" or "For Rent" notices, and Landlord may show the space to prospective tenants during normal business hours.

**ARTICLE 14
SUBORDINATION, ATTORNMEN AND ESTOPPEL CERTIFICATES**

Section 14.01 - Subordination

Tenant agrees that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Premises or the Shopping Center, to any mortgage now or hereafter encumbering the Premises or the Shopping Center, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions, and restatements of such mortgage, and to any replacements and substitutions for such mortgage. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. However, upon Landlord's request, Tenant shall execute such instrument or certificates as may be reasonably required to carry out the intent hereof within ten (10) days of written request from Landlord. If any mortgagee or lessee under a ground or underlying lease elects to have this Lease superior to its mortgage or lease and signifies its election in the instrument creating its lien or lease or by separate recorded instrument, then this Lease shall be superior to such mortgage or lease, as the case may be. The term "mortgage", as used in this Lease, includes any deed to secure debt, deed of trust or security deed and any other instrument creating a lien in connection with any other method of financing or refinancing. The term "mortgagee" as used in this Lease, refers to the holder(s) of the indebtedness secured by a mortgage.

Section 14.02 - Attornment

In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of

sale under, any mortgage covering the Premises or the Shopping Center, or in the event the interests of Landlord under this Lease shall be transferred by reason of deed in lieu of foreclosure or other legal proceedings, or in the event of termination of any lease under which Landlord may hold title, Tenant shall, at the option of the transferee or purchaser at foreclosure or under power of sale, or the lessor of the Landlord upon such lease termination, as the case may be (sometimes hereinafter called "such person"), attorn to such person and shall recognize and be bound and obligated hereunder to such person as the Landlord under this Lease. Tenant's obligation to attorn to such person shall survive the exercise of any such power of sale, foreclosure or other proceeding. Landlord and Tenant agree that notwithstanding that this Lease is expressly subject and subordinate to any mortgages; any mortgagee, its successors and assigns, or other holder of a mortgage or of a note secured thereby, may sell the Premises or the Shopping Center, in the manner provided in the mortgage and may, at the option of such mortgagee, its successors and assigns, or other holder of the mortgage or note secured thereby, make such sale of the Premises or Shopping Center subject to this Lease.

Section 14.03 - Estoppel Certificates

Within ten (10) days after request therefor by Landlord, Tenant agrees to execute and deliver to Landlord in recordable form an estoppel certificate addressed to Landlord, any mortgagee or assignee of Landlord's interest in, or purchaser of, the Premises or the Shopping Center or any part thereof, certifying (if such be the case) that this Lease is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Tenant; and stating the date to which Rent and other charges have been paid. Such certificate shall also include such other factual information as may reasonably be required by such mortgagee, proposed mortgagee, assignee, purchaser or Landlord. Any such certificate may be relied upon by Landlord, any mortgagee, assignee, purchaser and any other party to whom such certificate is addressed.

ARTICLE 15 HOLDING OVER

Section 15.01 - Holding Over

Tenant may not remain within the Premises after the day of Lease expiration without Landlord's written approval. With Landlord's approval, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay one hundred fifty percent (150%) of the Fixed Minimum Rent in effect as of the expiration date. If Tenant holds over without Landlord's written consent, Tenant shall be a tenant at sufferance and shall pay one hundred fifty percent (150%) of the then effective Fixed Minimum Rent in effect as of the expiration date until Tenant surrenders possession. Nothing contained herein shall be interpreted to grant permission to Tenant to holdover or to deprive Landlord of any rights and remedies with respect thereto.

ARTICLE 16 HAZARDOUS SUBSTANCES

Section 16.01 - Hazardous Substances

(a) Neither Tenant, its successors or assigns, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any "Hazardous Substance" (as hereinafter defined) on the Premises, the Shopping Center or any part thereof or (ii) permit the "release" (as hereinafter defined) of a Hazardous Substance on or from the Premises, the Shopping Center or any part thereof unless the manufacturing, treatment, use, storage, disposal, or release of a hazardous substance is approved in writing by Landlord. Tenant shall observe all governmental laws, rules and regulations related to Hazardous Substances. Landlord may

inspect the Premises at any time and audit Tenant records or procedures related to Hazardous Substances in order to determine if Tenant is in compliance with such laws, rules and regulations, provided such inspections and audits are not disruptive to Tenant's business. Landlord shall not be required to disclose any inspection or audit results to Tenant. Landlord shall have no liability for failure to inspect or audit or for failing to discover any noncompliance with laws, rules and regulations.

(b) Tenant covenants, at its cost and expense, to protect, indemnify, defend and hold Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, or expenses of any kind or nature (including, without limitation, attorney's fees and expert's fees) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or out of any Hazardous Substance on, in, under or affecting the Premises, the Shopping Center or any part thereof as a result of any act or omission by Tenant, its successors or assigns, or any assignee, permitted sublessee licensee or other person or entity acting at the direction, knowledge or implied consent of Tenant. Tenant's obligations under this Section 16.01 shall survive the expiration or earlier termination of this Lease.

(c) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time (herein called "CERCLA"), or (ii) determined to be hazardous, toxic, a pollutant or contaminant, under federal, state, or local statute, law ordinance, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time, including, but not limited to, petroleum and petroleum products. The term "release" shall have the meaning given to such term in Section 101 (22) of CERCLA.

ARTICLE 17 NOTICES

Section 17.01 - Notices

Any notice given pursuant to this Lease shall be in writing and personally served or sent by registered or certified mail to:

- (a) **Landlord at 2720 East Camelback Road, Suite 220, Phoenix, Arizona, 85016, or such other address as Landlord may hereafter designate in writing to Tenant.**
- (b) **Tenant at 5N095 Prairie Rose Drive, St. Charles, Illinois, 60175, or such other address as Tenant may hereafter designate in writing to Landlord.**

Any such notice shall be deemed received by the party to whom it was sent (i) in the case of personal delivery, recognized national overnight delivery service or courier delivery, on the date of delivery to such party, (ii) in the case of certified mail, the date receipt is acknowledged on the return receipt for such notice, and (iii) if delivery is rejected or refused or the courier, overnight delivery service or U. S. Postal Service is unable to deliver same because of changed address of which no notice was given pursuant hereto, the first date of such rejection, refusal or inability to deliver.

ARTICLE 18 CONDITIONS OF LANDLORD-TENANT RELATIONSHIP

Section 18.01 - Conditions of Landlord-Tenant Relationship

(a) The Landlord's acceptance of some act in violation of the terms of this Lease shall not prevent the Landlord from insisting upon the strict performance of that term at any other time. Time is of the essence in this Lease.

(b) No payment by Tenant or receipt by Landlord of a lesser amount than the Rent stated shall be other than on account. Any endorsement or statement on a check or any accompanying letter is void, and Landlord may accept such check or payment without prejudice to right or remedy at law or in equity or provided in this Lease.

(c) This Lease is the sole agreement concerning the Premises and the Shopping Center. All prior negotiations, considerations and representations have been incorporated herein. No course of prior dealings between the parties or their officers, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. No course of conduct shall constitute an amendment.

(d) Landlord and Tenant are not partners or joint ventures.

(e) If Landlord or Tenant is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of either, the delayed party shall not be liable and the period of performance of any such act shall be extended for a period equivalent to the period of such delay. The foregoing is inapplicable to the payment of Rent by Tenant.

(f) Any notice required to be given under this Lease shall be in writing and delivered by either United States certified mail, postage prepaid, return receipt requested, or overnight courier to the address of Tenant or Landlord (as the case may be) set forth in Section 1.01 of this Lease.

(g) The captions, section numbers, article numbers and index appearing are for convenience and do not define limit, construe or describe the scope or intent of such Sections of this Lease nor in any way affect this Lease.

(h) "Tenant" shall mean each and every entity or person executing this Lease as a non-disclosed agent or if an agency relationship is disclosed then Tenant shall be the principal unless stated to the contrary or unless the agent is without authority to bind the principal to this Lease.

(i) Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with this Lease except Altus Commercial Real Estate, LLC Landlord and Tenant covenant to pay, hold harmless and indemnify each other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent utilized by the indemnitor with respect to this Lease or the negotiation thereof.

(j) The remainder of this Lease shall be enforceable if any section or clause is found to be invalid or unenforceable.

(k) The submission of this Lease to a prospective Tenant is not an offer, a reservation of or an option for the Premises, and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

(l) The Laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

(m) This Lease is binding upon any and all successors in title and assigns of Landlord and Tenant.

(n) Any obligation which by its nature is due after this Lease expires, shall survive the Lease's termination.

(o) Tenant and Landlord hereby waive trial by jury in any action, proceeding or counterclaim brought by one party against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant created hereby, the Tenant's use or occupancy of the Premises and/or any claim for injury or damage. In the event Landlord commences any action or proceeding for non-payment of any Rent or other charges due hereunder, Tenant agrees not to interpose any non-compulsory counterclaim of any nature or description in any such action or proceeding.

(p) LANDLORD SHALL HAVE NO PERSONAL LIABILITY WITH RESPECT TO THE PROVISIONS OF THIS LEASE. If Landlord defaults with respect to its obligations under this Lease, Tenant shall look solely to the equity of Landlord in and to the Shopping Center for the satisfaction of Tenant's remedies, if any. It is expressly understood and agreed that Landlord's liability under the terms of this Lease shall in no event exceed the amount of its interest in and to said Shopping Center. In no event shall any partner or member of Landlord nor any joint venturer of Landlord be personally liable with respect to any of the provisions of this Lease. Tenant's remedy for any actual or alleged breach of any provision of this Lease by Landlord solely shall be the enforcement of that provision.

(q) If Tenant is a corporation or limited liability company, the individual(s) executing this Lease warrants that he/she has full authority execute and to bind the Tenant to its terms and conditions pursuant to a current resolution of the Tenant's Board of Directors or Members, which resolution shall be promptly provided upon request.

(r) Within sixty (60) days of the end of each of Tenant's fiscal year during the Lease Term, Tenant shall deliver to Landlord a copy of its financial statements for such year, including balance sheet, profit and loss statement and any other reports normally generated as part of Tenant's financial statements.

(s) In the event Tenant hereunder is a corporation, Limited Liability Company, partnership, or any other form of entity (other than a natural person), the person(s) executing this Lease on behalf of Tenant hereby covenants and warrants the following:

1. Tenant has been properly formed, is in good standing, and is qualified to do business in the state in which the Center is located;
2. All forms, reports, fees, taxes, and other documents and charges required to establish and maintain Tenant's good standing, qualification to do business and compliance with applicable laws have been and will continue to be filed and paid by Tenant when due; and
3. Such persons executing this Lease on behalf of Tenant are duly authorized by the appropriate persons or governing bodies of Tenant to execute and deliver this Lease on behalf of Tenant.

(t) Legal Description of the Property in Exhibit "A."

(u) Site Plan of Premises in Exhibit "B."

(v) Landlord's work in Exhibit "C."

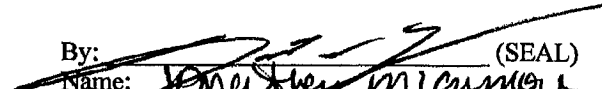
(w) Rules and Regulations are described in Exhibit "D."

(x) Guaranty is attached as Exhibit "E."

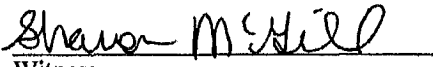
IN WITNESS WHEREOF, the parties hereto who are individuals have set their hands and seals and the parties hereto who are corporations have caused this instrument to be duly executed by their proper officers and their corporate seals to be affixed, as of the day and year first above written.

**LANDLORD:
AT BRIARGATE IL, LLC**


Witness

By:  (SEAL)
Name: Jonathan Micum
Title: manager
Date: 9-11-14

**TENANT:
PIZZERIA CINY, INC.
d/b/a WOK N HOT**


Witness

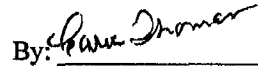
By:  (SEAL)
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN FINAL PLAT OF RESUBDIVISION OF THORNWOOD CENTER RESUBDIVISION OF LOT 4, OF PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION THEREOF RECORDED AUGUST 22, 2012 AS DOCUMENT 2012K055894, IN KANE COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN THORNWOOD CENTER, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 2001 AS DOCUMENT NO. 2001K123344, IN THE VILLAGE OF SOUTH ELGIN, KANE COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE CROSS-EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING INGRESS AND EGRESS, AS WELL AS UNDERGROUND UTILITIES, AS CREATED BY INSTRUMENT RECORDED SEPTEMBER 2, 2004 AS DOCUMENT NO. 2004K116484, KANE COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE CROSS-EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING INGRESS AND EGRESS, AS WELL AS UNDERGROUND UTILITIES, AS CREATED BY INSTRUMENT RECORDED SEPTEMBER 2, 2004 AS DOCUMENT NO. 2004K116485, KANE COUNTY, ILLINOIS.

Note: For informational purposes only, the land is known as:

**454-465 Redington Drive
South Elgin, IL**

EXHIBIT "B"
SITE PLAN

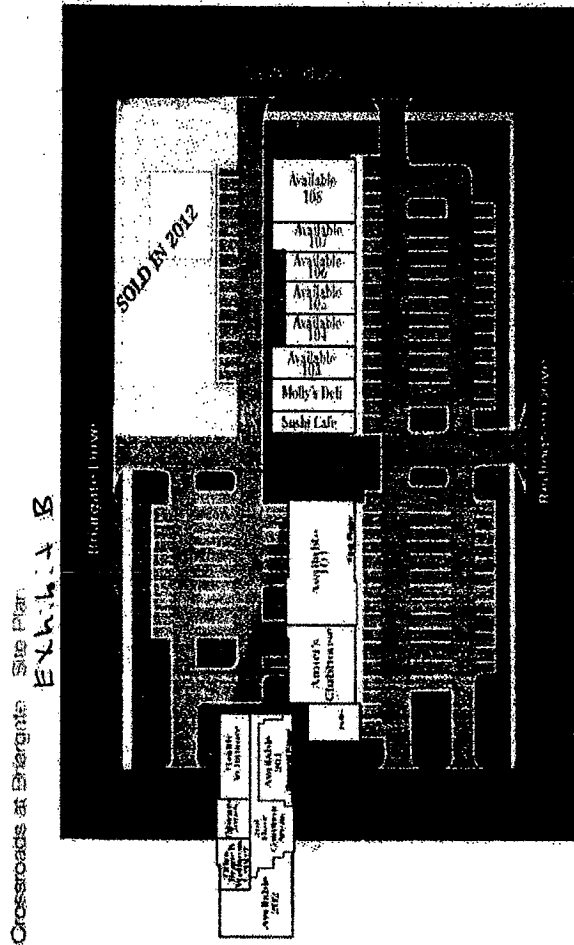


EXHIBIT "C"
LANDLORD'S WORK

Except as otherwise provided in this Lease, Tenant hereby accepts the Premises "AS-IS" in the condition existing as of the date of this Lease. Tenant acknowledges that Lessee has examined the Premises and Tenant's execution of the Lease is conclusive evidence that the Premises are in good and satisfactory order and repair unless otherwise specified herein; and Tenant agrees that no representations as to the condition of the Premises have been made and that no agreement has been made between Landlord and Tenant to redecorate, repair or improve the Premises, except for the TI Allowance provided by Landlord as set forth in Paragraph 1.01 (g) of the Lease.

(h)
M

EXHIBIT "D"
RULES AND REGULATIONS

OPERATION OF BUSINESS

1. Tenant shall operate its business in the entire Premises throughout the Lease Term and shall do so in a high class and reputable manner, maintaining at all times a full staff of employees and a complete stock of merchandise. Tenant shall install and maintain at all times a display of merchandise in the display windows (if any) of the Premises and shall keep the same well lighted during all hours that the Shopping Center is open to the general public.
2. Shopping Center Hours: The Tenant's minimum hours of operation are as set forth in the Lease. However, unless otherwise prohibited by state law or local ordinances, the Shopping Center hours are:
Monday through Friday: 10:00 a.m. - 5:00 p.m.
3. In no event shall Tenant conduct or advertise any auction, fire, going out of business or bankruptcy sale in or about the Premises. Tenant shall not use the public or Common Areas of the Shopping Center for business purposes or special events unless prior written approval has been rated by Landlord. No soliciting or distribution of flyers or any promotional material in the Common Areas is permitted except authorized sidewalk sales.
4. Tenant shall not place or permit any displays, decorations, shopping carts or wheeled vehicles on the sidewalk in front of the Premises or upon any of the Common Areas no permit anything to be displayed or stacked on the sidewalks outside the Premises unless Tenant obtains Landlord's prior written approval.
5. Tenant shall conduct its business in the Premises in a lawful manner and in good faith during all days and hours set forth in the Lease and shall not do any act tending to injure the reputation of the Shopping Center.
6. All deliveries or shipments to and from the Premises shall be made by way of the rear of the Premises and/or at any other location designated by Landlord only after 7:00 a.m. and before 8:00 p.m.
7. The parking spaces within 100 feet of the front of any building must be left for customer's use only.

PROHIBITIONS

All of the following are prohibited within the Shopping Center: Noxious odors, public/private nuisances, flashing/rotating/moving lights, shrill or excessive noise and vibrations.

SIGNAGE

No signage unless otherwise stated in the Lease shall be affixed directly to the storefront glass or outside the store. Any signage which can be seen from outside of the store must be professionally made (not hand-lettered), framed, clipped to the ceiling grid system and approved in writing by Landlord. No rotating, flashing or moving signs are permitted.

CARE OF PREMISES

1. Repairs: Tenant, at its expense, shall make any and all repairs to the Premises arising from any break-in, forcible entry or other trespass into or upon the Premises.

Any damage caused to the roof of the Premises by repair/service personnel contracted by Tenant will be the responsibility of Tenant. Tenant must caution all repair/service personnel to avoid stepping on blisters, leaving foreign objects on road, etc.

EXHIBIT "E"
GUARANTY

IN CONSIDERATION OF, and as an inducement for the granting, execution, and delivery of that certain Indenture of Lease, dated 9-11, 2014, (hereinafter referred to as the "Lease") by and between AT Briargate IL, LLC (hereinafter referred to as "Landlord") and Pizzeria CINY, Inc. d/b/a Wok n Hot (hereinafter referred to as "Tenant"), and in further consideration of the sum of TEN and NO/100ths DOLLARS (\$10.00) and other good and valuable considerations paid by Landlord to the undersigned the receipt and sufficiency of which is hereby acknowledged, the undersigned, James Thomason and Carrie Thomason (hereinafter referred to as "Guarantor(s)") hereby guarantees to Landlord the full and prompt payment of rent, including, but not limited to, the minimum guaranteed or base rental, common area charges, tax and insurance reimbursements, additional rent, and any and all other sums and charges payable by Tenant under said Lease and any extension or renewal thereof, as well as guarantees the full and timely performance and observance of all the covenants, terms, conditions, provisions and agreements therein provided to be performed and observed by Tenant; and Guarantor hereby covenants and agrees to and with Landlord that, if Tenant should at any time default in the payment of any such minimum guaranteed or base rental, common area charges, tax and insurance reimbursements, additional rent, or any other such sums due and payable by Tenant under said Lease, or if Tenant should default in the performance and observance of any other terms, covenants, conditions, provisions, and agreements contained in said Lease, then Guarantor shall and will forthwith pay such rent and other such sums and charges to Landlord and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions, provisions, and agreements and will forthwith pay to Landlord all damages that may arise in consequence of any such default by Tenant under said Lease, including, without limitation to, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable by Landlord in a joint action against Guarantor, Tenant, and/or any other guarantor of the Lease, or in a separate and independent action against Guarantor without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant or Guarantor of Tenant's failure to pay rent or other charges due under the Lease or of Tenant's default or breach under the Lease or of any other notice or demand to which Guarantor might otherwise be entitled, all of which notices Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or any other remedy or right which Landlord may have at law or in equity. Guarantor hereby expressly consents and agrees that any such actions against Guarantor may be brought and pursued against Guarantor in the county or judicial district or circuit in which the premises which is the subject of the Lease is located.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification, or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, provisions, or agreements of said Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, or by reason of any unilateral action of either Landlord or Tenant, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, including, without limitation, any adjustments, compromises, settlements, accord and satisfactions, or releases, or any bankruptcy, insolvency, reorganization, arrangement, assignment for benefit of creditors, receivership, or trusteeship affecting Tenant, whether or not notice thereof is given to Guarantor, all of which notices Guarantor expressly waives. Guarantor hereby expressly waives any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental authority.

All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others. In the event that other agreements similar to this Guaranty are executed from time to time the liabilities or entities with respect to the Lease, this Guaranty shall be cumulative of such other agreements to the effect that the liabilities of Guarantor hereunder shall in no event be affected or diminished by

reason of any such other agreement.

Guarantor warrants and represents that it has the legal right and capacity to execute this Guaranty and that Guarantor has a direct financial interest in making of said Lease. Guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notice of protests, notices of dishonor, and notices of acceptance.

Landlord may, without notice, assign this Guaranty in whole or in part, and/or may assign all or any part of its interest in the Lease, and, in such event, each and every successive assignee of the Lease and/or this Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate this Guaranty without the prior written consent of Landlord.

This Guaranty, and all the terms, covenants, conditions, provisions, and agreements hereof, shall be binding upon and shall inure to the benefit of the respective heirs, executors, personal representative, successors, and assigns of Landlord, Tenant and Guarantor. Words of any gender in this Guaranty shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, when the context or sense of this Guaranty requires. Whenever the words "Landlord," "Tenant," or "Guarantor" are used herein, they shall be construed to mean, and the terms, covenants, conditions, provisions, and agreements hereof shall be binding upon, not only the named Landlord, Tenant, and Guarantor, but also the respective heirs, executors, personal representatives, successors, and assigns of Landlord, Tenant and Guarantor. This Guaranty shall be enforced and construed in accordance with the State in which the Shopping Center is located. Provided Tenant is not in default or has failed to cure default as set forth in the Lease, Tenant's Guarantee shall be void after the thirtieth (30th) month.

[Executions on the following page]

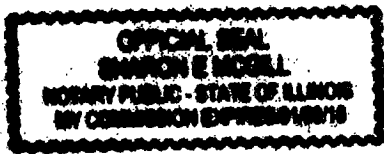
IN WITNESS WHEREOF, Guarantor has hereunto set its hand and Seal this 29th day of August, 2014.

GUARANTY MUST BE NOTARIZED.

GUARANTOR:

Sharon E. McNeil (SEAL)
Notary Public

[Affix Notary Seal]



Sharon E. McNeil (SEAL)
Notary Public

[Affix Notary Seal]



[Signature]
Name: James Thomason

Home Address: 5N095 Prairie Rose Drive
St. Charles, IL 60175

[Signature]
Name: Carrie Thomason

Home Address: 5N095 Prairie Rose Drive
St. Charles, IL 60175

EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

WOKNH-1 OP ID: A65

DATE (MM/DD/YYYY)
08/26/2016

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 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 Hausman Kunkel, Inc. 40 S. Prospect Roselle, IL 60172 Hausman Kunkel, Inc.	CONTACT NAME: Hausman Kunkel, Inc. PHONE (A/C, No, Ext): 630-894-7510 E-MAIL ADDRESS:	FAX (A/C, No): 630-894-4333
	INSURER(S) AFFORDING COVERAGE	
INSURED Wok N Hot 464 Redington Drive South Elgin, IL 60177	INSURER A: Liberty Mutual "A"	NAIC # 24082
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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		BKS56672842	04/27/2016	04/27/2017	EACH OCCURRENCE \$ 1,000,000			
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
	<input checked="" type="checkbox"/> LIQUOR LIAB					BKS56672842	04/27/2016	04/27/2017	MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$			
						BODILY INJURY (Per person) \$			
						BODILY INJURY (Per accident) \$			
						PROPERTY DAMAGE (Per accident) \$			
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$			
						AGGREGATE \$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE \$			
						OTHER \$			
						E.L. EACH ACCIDENT \$			
						E.L. DISEASE - EA EMPLOYEE \$			
A	Property Section	X	BKS56672842	04/27/2016	04/27/2017	BPP 300,000 Ded 2,500			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Village of South Elgin is named as an additional Insured with respect to Liquor Liability
 Location Address: 464 Redington Drive Elgin IL 60177.

CERTIFICATE HOLDER SOUTH-9 Village of South Elgin 10 N Water St South Elgin, IL 60177	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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