

LLA**City of Aurora, Illinois
Liquor License Application**

Incomplete applications will not be accepted.

Completed applications may be submitted to: City Clerk's Office, 44 E. Downer Pl.

Date Application Received _____ License Year: _____

New License: Change in Ownership/Corporation: Change in License Class: **APPLICANT INFORMATION**A. Corporation name: **The Aspen Lane Wine Company, LLC** Class Applying For: **Liquor License**B. Business name: **The Aspen Lane Wine Company, LLC d/b/a Aspen Lane Winery**C. Type of Business: Sole Proprietor Partnership Corporation LLC Non-Profit

C. Previous business name (if dba changed):

D. Business address (city, state, zip code):
234 Aspen Lane, Aurora, IL 60504E. Business telephone: **(630)-236-8039** F. Business website: **aspenlanewinecompany.com** G. Business Email: **bobecasa@comcast.net** H. IL Tax ID Number: **4169-5781**I. Owner or Manager contact name for license:
Francis R. EvanoskyJ. Business telephone: **(630)-236-8039** K. Email address: **bobecasa@comcast.net****BUSINESS ESTABLISHMENT LOCATION INFORMATION**A. Address applying for liquor license (exact street address): **3682 Prairie Lake Court, Aurora, IL** B. Zip code: **60504** C. # Parking Spaces: **62**D. Total Building s.f.: **1,431** E. Entertainment Area: _____ F. Kitchen (Square Footage): _____ G. Total Number of Seats: **60** H. Seating Area s.f.: _____I. Number of bar seats: _____ J. Retail/public Area s.f.: **260** K. Cooler s.f.: _____ L. Dry Storage s.f.: _____ M. Sale Counter s.f.: _____**OFFICIAL USE ONLY** Approved Denied Date Approved/Denied: __________
Mayor, Liquor Control Commissioner Date Issued: _____

30792

Application Checklist

(Check items to confirm attached to application)	Applicant	Office Use Only
Application Fee (\$250.00)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Liquor License Application (LLA) including: Financial Disclosure Form (FDF), Business Information Sheet (BIS) and Probationary Agreement/Management Plan (PA).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personal Information Form(s) (PIF) (one for each owner (5%+), officer and on-site manager.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Registration (Food & Beverage Tax– register with City of Aurora Revenue and Collections for liquor sales and payment of required bond)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Occupancy (issued by City of Aurora Building and Permits)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of the Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Good Standing from Illinois Secretary of State	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Floor Plan of Establishment (drawn to scale including all spaces including outdoor seating. Must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with percentages and square footage of each space. Class O include all configurations.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proof of current Dram Shop Insurance Policy (Liquor Liability Insurance)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of State Certified Beverage Alcohol Sellers/Servers Training Certificate (BASSET) (servers and managers dated within past three years)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Organization chart/ listing with Names, Title, Address and percentage of stock of Corporation officers and directors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of State Liquor License (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Menu (Class A, Class B, Class E, Class E-1, Class F, Class L)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Health Department Certificate (for licensees who prepare and serve food for consumption on premises)	<input type="checkbox"/>	<input type="checkbox"/>
Current list of names, dates of birth and home addresses of all members (Class B)	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>

Corporation / Premises Questions

1.	Is the corporation a subsidiary of a parent corporation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If, Yes state the parent corporation's name.
2.	Is the corporation obligated to pay a percentage of profits to a parent corporation or any person or entity not listed as a shareholder above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, explain. _____
3.	How long has the corporation been in the business of the retail sale of alcohol (years/months)? N/A
4.	Do you have or intend to have a management contract with another entity or person, who is not a bona fide employee, to manage the licensed business for you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state the name and address of the manager or management company. A management company affidavit must accompany this application.
5.	If this is a new license application, what kind of business was previously conducted in the space in which you intend to operate your business? Dance studio / gymnasium
6.	State the estimated value of goods, wares and merchandise to be used in the course of business. \$200,000
7.	Other than when making an initial application for a license, has your corporation or any predecessor to or subsidiary or parent of your corporation ever been subject to charges, hearing, or investigation by any jurisdiction with respect to a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list each and every charge, the date of the charge, the eventual disposition of the charge, and the municipality or other jurisdiction bringing the charge. If no charges were filed, state the reason(s) for the investigation or hearing.
8.	Does the corporation own the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, please list the start and end date of the current lease. Start: 08/01/2015 to End: 08/31/2018 Name and full address of property owner: Name: Meadow Lakes Lot 2A LLC Address: 14411 Coil Plus Drive Unit W, Plainfield, IL 605 Contact Information: Bill Dorn (630) 788-7117
9.	Is the premises within 100 Feet of a church, grade school, middle school, alternative school or high school, hospital, or home for the indigent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

10.	<p>If applicant is applying for a Class B - Fraternal Society or Club Liquor License:</p> <p>A. How many dues-paying members do you have? _____ (Attach a listing of members' names and addresses.)</p> <p>B. Does your club have the qualifications described in the Illinois Act and the City of Aurora Liquor Ordinance?: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
11.	<p>Does your establishment have entertainment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, what form(s) of entertainment do you offer? <input type="checkbox"/> Bands/Solo <input type="checkbox"/> DJ <input type="checkbox"/> Televised Sports</p> <p><input type="checkbox"/> Other:</p>
12.	<p>Do you employ security? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Only when entertainment is available.</p> <p>If Yes, do you: <input type="checkbox"/> Hire Private Security <input type="checkbox"/> Use On - Staff Employees</p> <p><input type="checkbox"/> Hire Off- Duty Police Officers <input type="checkbox"/> Combination of the Above</p> <p>If you hire a Private Security Company, please provide the company name and contact person.</p>
13.	<p>Do you have security cameras on premise? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, are they: <input checked="" type="checkbox"/> Indoor <input type="checkbox"/> Outdoor <input type="checkbox"/> Both</p> <p>If yes, please provide a brief description of the location(s): Throughout the interior of the business</p> <p>Throughout the interior of the business</p>
14.	<p>For Classes required to serve food for consumption on the licensed premises, please list the name of the chef(s) for the location applying for a liquor license:</p>
15.	<p>For Class G-1, check the retail item categories available for purchase at the location:</p> <p><input type="checkbox"/> Dairy <input type="checkbox"/> Baked Goods <input type="checkbox"/> Frozen Goods <input type="checkbox"/> Groceries</p> <p><input type="checkbox"/> Snack Foods <input type="checkbox"/> Health Aids <input type="checkbox"/> Beauty Aids</p>
16.	<p>Has a <i>Personal Information Form (PIF)</i> been completed for each person holding (5%) or more stock in this corporation? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

Corporate Information

Name of Corporation/Partnership:
The Aspen Lane Wine Company, LLC

Corporate Address:
234 Aspen Lane, Aurora, IL 60504

Corporate Ph #:
630-236-8039

Corporate Email:
bobecasa@comcast.net

FEIN:
47-3682473

Corporate Registered Agent/Contact:
Francis R. Evanosky, Jr.

Contact Ph #:
630-236-8039

Contact Email:
bobecasa@comcast.net

Date Corporation/Partnership was Organized:

04/07/2015

State Articles of Incorporation/Organization filed:

Illinois

Date Articles of Incorporation/Organization **filed** with Secretary of State:

04/07/2015

Date Certification of Incorporation/Organization was **issued** by Secretary of State:

04/07/2015

Has the corporation ever been dissolved either voluntary or involuntary? Yes No
(If Yes, provide date of reinstatement)

Date of Reinstatement

Are there any amendments to Articles of Incorporation?
(if yes, provide date filed) Yes No

Date Amendment Filed

What are the total shares of stock created by this Corporation? N/A

List stockholders/partners with 5% or more in holdings (corporations with a long list, attach copy of list):

Name, Title	Percentage of Stock
Francis R. Evanosky	50
Sonya L. Evanosky	50

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

What is the objective of Corporation?

The transaction of any or all lawful business for which limited liability companies maybe organized under this Act.



City of Aurora, Illinois Business Information Sheet

Type of PRE-Application Liquor License Hotel / Motel License

Business Entity Information

Type of Business Sole Proprietor Partnership LLC Corporation Non-Profit

Legal Name of Business The Aspen Lane Wine Company, LLC

The exact "legal name" as it appears in the official business formation documentation.

For Sole Proprietors, this is the full name of the business owner as it appears on the Sole proprietor's government-issued photo ID.

"Doing Business As" Name

The exact "Doing Business As" (DBA) Name Aspen Lane Winery

as it appears in the official business formation documentation.

Sole Proprietors of Partnerships conducting business in Illinois under an assumed name (a name other than your own) are required to file for an Assumed Name Certificate with the Kane County Clerk's Office at 217 S.

A State of Illinois File Number is **REQUIRED** for all (Illinois and Non-Illinois based) LPs, LLPs, LLCs, Corporations, and Non-Profit Corporations.

State of Illinois File # 05112389

Assigned by the Illinois Secretary of State at 69 W. Washington St., Suite 1240, 312.793-3380 or

www.cyberdriveillinois.com/departments/business_services/

A Federal Employer Identification Number (EIN) is **REQUIRED** for all business entity types except for Sole Proprietorships.

Employer Identification # 47-3682473

An Account ID is **REQUIRED** for ALL business entity types that conduct business in the State of Illinois or with Illinois Customers.

(formerly IBT #) **IDOR Account #** 4169-5781

Business Activity and Location

Business Activity List your business activities, including all products and/or services to be offered.	<u>3682 Prairie Lake Court, Aurora, IL 60504</u>		
	<u>Wine making</u>		
Business Activity List your business activities, including all products and/or services to be offered.	<u>Retail sale of wine</u>		
Square footage used by the business:	<u>1,431</u>	SQ. FT.	Number of employees at this site:

Primary Contact Person

First Name <u>Francis</u>	Middle Name <u>R.</u>	Last Name <u>Evanosky</u>
Contact Phone # <u>630-236-8039</u>	Fax #	E-Mail Address <u>bobecasa@comcast.net</u>

FDF

CITY OF AURORA, ILLINOIS FINANCIAL DISCLOSURE FORM



FORM REQUIRED: Used to document the source of all money invested or spent to fund a new establishment, expand an existing establishment, or buy an existing business, when the business holds one of the following licenses: Liquor, Amusement, Hotel, or Day Care.

INSTRUCTIONS: Complete the four (4) parts below, being sure to follow all printed instructions carefully. If a section does not apply, mark it "N/A". If more room is needed to complete any of the following sections, include an attachment. This form must be signed and notarized in Part 4 by an owner or officer listed with the Department of Business Affairs & Consumer Protection. PLEASE SUBMIT COPIES OF ANY / ALL SUPPORTING DOCUMENTS AT TIME OF APPLICATION.

PART 1 INFORMATION		PROVIDE THE FOLLOWING INFORMATION ABOUT THE LEGAL ENTITY APPLYING FOR THE LICENSE(S).			
FEIN # (IRS)	IDOR # (IL Dept. of Revenue - formerly IBT #)	IDOR # (IL Dept. of Revenue - formerly IBT #)			
47 - 3682473	4169 - 5781	4169 - 5781			
Legal Name of Applicant Entity		"Doing Business as Name" of establishment			
The Aspen Lane Wine Company		Aspen Lane Winery			
First Name of Primary Business Contact	Middle Name	Last Name			
Francis	Robert	Evanosky, Jr.			
Home Street Address of Primary Business Contact	Suite/Apt.	City	State	Zip	
[REDACTED]					
Home Phone	Work Phone	Cell Phone	E-mail Address		
(630) 236-8039	[REDACTED]	[REDACTED]	bobecasa@comcast.net		

PART 2 EXPENSES		ITEMIZE ALL EXPENSES FOR THE FUNDING OF THE BUSINESS OR OWNERSHIP CHANGE AT THIS LOCATON.	
Description of Expenses (start-up, expansion, and/or business purchase costs only; construction, renovation, stock purchase, inventory,	Amount of Expense		
Cost of Goods Sold	\$	70,463.	95
Entertainment	\$	8,254.	22
Equipment	\$	60,006.	72
Insurance	\$	2,481.	65
Interest Expense	\$	3,080.	82
L&P Fees	\$	5,110.	86
Lease Expenses	\$	23,332.	35
Marketing	\$	37,362.	68
Moving Expenses	\$	940.	96
Office Expense	\$	1,155.	48
Travel	\$	7,966.	25
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
Total Expenses: (Should be equal to or less than Total Business Financing Amount on Page 3)	\$	220,155.	94

PART 3 FINANCING

IDENTIFY THE SOURCE(S) OF THE FUND USED TO PAY FOR THE EXPENSES LISTED IN PART 2

a BUSINESS SAVINGS & CHECKING Identify any funds from business accounts used to fund Expenses, Part 2

Account Number	Financial Institution	Date Opened	Signatories on Account	Current Balance	Drawn for Business
		4/22/2015	Francis Evanosky	\$ 0.00	\$ 44,104.95
		8/27/2015	Francis Evanosky	\$ 3,683.00	\$ 109,385.11
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **a** → \$ 153,490.06

Description of Source (identify the sources) of money in the accounts listed above Contribution Frequency Contribution Amount

Personal Loan from Francis & Sonya	3x - 04-07/2015	\$ 12,100.00
Sears Credit; personal card of Francis & Sonya Evanosky	1x	\$ 18,000.00
Transfer from ALWC Business Account from 02 Bank	1x	\$ 14,000.00
		\$

b PERSONAL SAVINGS & CHECKING Identify any funds from personal accounts used to fund Expenses, Part 2

Account Number	Financial Institution	Date Opened	Signatories on Account	Current Balance	Drawn for Business
		12/31/1998	Francis R. Evanosky	\$ 1,320.43	\$ 12,100.00
			Sonya L. Evanosky	\$	\$
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **b** → \$ 12,100.00

Description of Source (identify the sources) of money in the accounts listed above Contribution Frequency Contribution Amount

Personal Account - Fidelity Investments	3x (4/25/15, 5/18/15, 7/7/15)	\$ 12,100.00
		\$
		\$
		\$

C LOANS FROM FINANCIAL INSTITUTIONS		Identify any loans from financial institutions used to fund Expenses, Part 2			
Account Number	Financial Institution	Loan Date	Loan Term	Co-signers of Loan	Loan Amount
		8/4/2015	84 months	Francis R. Evanosky	\$ 98,000.00
				Sonya L. Evanosky	\$
		8/14/2015	120 months	Francis R. Evanosky	\$ 53,000.00
				Sonya L. Evanosky	\$
					\$
Total dollar amount loaned by financial institutions: C →					\$ 151,000.00

d LOANS FROM FINANCIAL INSTITUTIONS		Identify any loans from individuals used to fund Expenses, Part 2			
Name of Individual	Loan Date	Source of Funds for Loan	% Investment	Loan Amount	
				\$	
	-NONE-			\$	
				\$	
				\$	
				\$	
Total dollar amount loaned by individuals: d →					\$ 0.00

e SECURITIES		Identify any securities (stocks, bonds, CODs, etc.) sold to fund Expenses, Part 2				
Name of Security	Buy Date	Sell Date	# of Shares	Price	Ticker	Amount Invested
						\$
						\$
	-NONE-					\$
						\$
						\$
Total dollar amount drawn from the sale of securities: e →						\$ 0.00

f GIFTS FROM INDIVIDUALS		Identify any gifts from individuals used to fund Expenses, Part 2			
Name of Giver	Date of Gift	Source of Funds or Gift	# Investment	Amount	
				\$	
				\$	
				\$	
				\$	
Total financing from gifts: f →					\$ 0.00

g GIFTS/GRANTS FROM INSTITUTIONS	Identify any gifts and/or grants from institutions used to fund Expenses, Part 2			
Institution	Address (Street, City State)	Contact Name and Phone	Grant Date	Amount Gifted
				\$
				\$
				\$
				\$
Total money received from institutional gifts and/or grants:				\$ 0.00

h OTHER FINANCING	Identify any financing (credit cards, etc.) used to fund Expenses, Part 2			
Description of Financing	Amount Financed			
Personal Account-Chase Freedom Card	\$ 24,171.12			
BMO Harris Credit Card	\$ 4,788.57			
Personal Account-American Express	\$ 1,206.23			
Personal Account-Best Buy	\$ 555.30			
Total money drawn from other financing:				\$ 30,721.22

= FINANCING TOTALS	Sub-total all funds (sections a-h) used to fund Part 2			
Business Accounts a	\$ 153,490.06	Gifts from Individuals f	\$ 0.00	
Personal Accounts b	\$ 12,100.00	Gifts/Grants from Institutions g	\$ 0.00	
Loans from Financial Institutions c	\$ 151,000.00	Other Financing h	\$ 30,721.22	
Loans from Individuals d	\$ 0.00	TOTAL BUSINESS FINANCING (a-h)*	\$ 347,311.28	
Securities e	\$ 0.00	*Should be equal or greater than total amount of expenses listed in part 2		

PART 4 ACKNOWLEDGEMENT REVIEW THE FOLLOWING STATEMENT AND SIGN YOUR ACKNOWLEDGEMENT BELOW

I hereby certify, under penalty of perjury, that I am authorized to execute this form and that all information I have provided on this form is complete, true, and correct. I certify that I understand that all information provided on this Financial Disclosure Form will be corroborated. The City of Aurora reserves the right to request any and all documentation it determines necessary to perform this verification. I and/or my representative will have three business days to meet such requests, and failure to do so may result in a disapproved or suspended license application. I understand and accept that any falsification or purposely holding back of this information is grounds for recalling the license(s) issued.

Signature of Applicant _____ Date 3.14.2016

Subscribed to and sworn to before me this 14th day of March, 2016.

Monica Marchetti
Notary Public in and for said County and State

OFFICIAL SEAL
MONICA MARCHETTI (RE)
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/30/2019

PA

City of Aurora

Probationary Agreement / Management Plan

FORM REQUIRED: City of Aurora Liquor Ordinance SEC. 6-5. Application for License.

Upon approval of the application and issuance of any new liquor license, the licensee will be placed on a one-year probation period. During said probationary period, if the licensee violates any section of the liquor ordinance, as specified in a probationary agreement that includes a management plan put forth to the licensee prior to the issuance of a license. A liquor hearing will be called and the license may be revoked immediately, with no progressive discipline required.

Probationary Agreement / Management Plan

Applicant /Corporate Name

The Aspen Lane Wine Company, LLC

d/b/a Name

Aspen Lane Winery

Location Address

234 Aspen Lane, Aurora, IL 60504

Planned Days / Hours of Operation

<input checked="" type="checkbox"/>	SUNDAY	FROM	12	A.M. /P.M.	TO	9	A.M. /P.M.
<input checked="" type="checkbox"/>	MONDAY	FROM	10	A.M. /P.M.	TO	11	A.M. /P.M.
<input checked="" type="checkbox"/>	TUESDAY	FROM	10	A.M. /P.M.	TO	11	A.M. /P.M.
<input checked="" type="checkbox"/>	WEDNESDAY	FROM	10	A.M. /P.M.	TO	11	A.M. /P.M.
<input checked="" type="checkbox"/>	THURSDAY	FROM	10	A.M. /P.M.	TO	11	A.M. /P.M.
<input checked="" type="checkbox"/>	FRIDAY	FROM	10	A.M. /P.M.	TO	11	A.M. /P.M.
<input checked="" type="checkbox"/>	SATURDAY	FROM	10	A.M. /P.M.	TO	11	A.M. /P.M.

Entertainment

Entertainment will be held on the premises. Yes No

If yes, what type(s) of entertainment? (Please list) Bands/Solo DJ Televised Sports

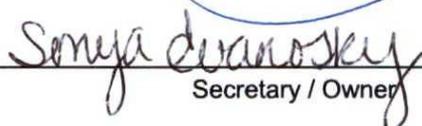
Other

Please specify the days and times that entertainment is planned.

<input type="checkbox"/>	SUNDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	MONDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	TUESDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	WEDNESDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	THURSDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	FRIDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	SATURDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.

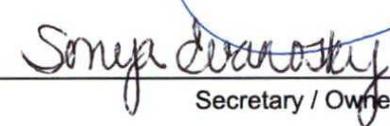
Affidavit

By signing this Probationary Agreement, the undersigned affirms that he/she understands if the business is found to be in violation of any section of the liquor ordinance within the first year of operation, a Liquor Hearing may be held and the Liquor License issued may be revoked without progressive discipline being instituted.

<hr/>	<hr/>
President / Owner	3.16.2016 Date
 Secretary / Owner	3-16-2016 Date

Receipt

I have received a copy of the Probationary Agreement / Management Plan that has been signed by the President and Secretary / Owner(s) of the business. One copy of the agreement will be placed in the Licensee's file in the City Clerk's Office.

<hr/>	<hr/>
President / Owner	3.16.2016 Date
 Secretary / Owner	3-16-2016 Date
<hr/>	<hr/>
City Clerk's Office	Date

Affidavit

I, authorized agent(s) for the applicant, first being duly sworn, under oath, depose and state that the information contained in the foregoing application is true and correct.

I also understand that any untrue, inconsistent, incorrect or misleading information contained herein shall be cause for the refusal to grant, non-renewal or the revocation of any license granted pursuant to this application.

I further state that I have read and understand all applicable laws, including, without limitation, statutory provisions set forth in the Illinois Liquor Control Act of 1934, 235 ILCX 5/1-1, et. seq. and Chapter 6 of the City of Aurora's Code of Ordinances and fully understand my obligations under said applicable local laws.

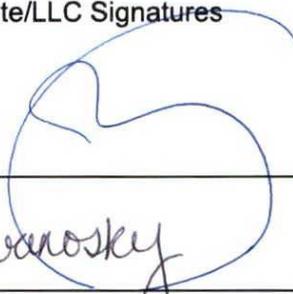
I swear and affirm not to violate any of the relevant laws of the United States, the State of Illinois or any of the ordinances of the City of Aurora in the conduct of the place of business described herein. I understand and agree that if I violate any local, state or federal laws regarding alcohol sales, consumption or possession, while I have a City of Aurora Liquor License, said license may be suspended or revoked.

I further authorize the City of Aurora or any of its designated agents to contact any agency or individual named or referred to in this Application for the purpose of verifying and/or clarifying any information I have provided herein.

I further certify that if any of the foregoing information changes during the course of the current license year, including, without limitation, changes to the status of the State liquor license, changes in the corporate stockholder shares or corporate officers, I will notify the City of Aurora, in writing, within seven (7) days of such change.

Corporate/LLC Signatures

President



Secretary

Sonya deanosky

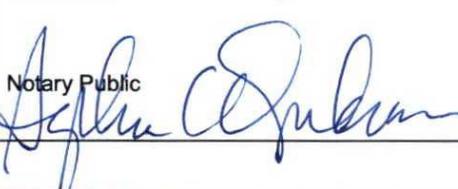
Treasurer

Signed and sworn to before me this 16th day of

March

_____, 2016.

Notary Public



Individual/Partnership Signatures

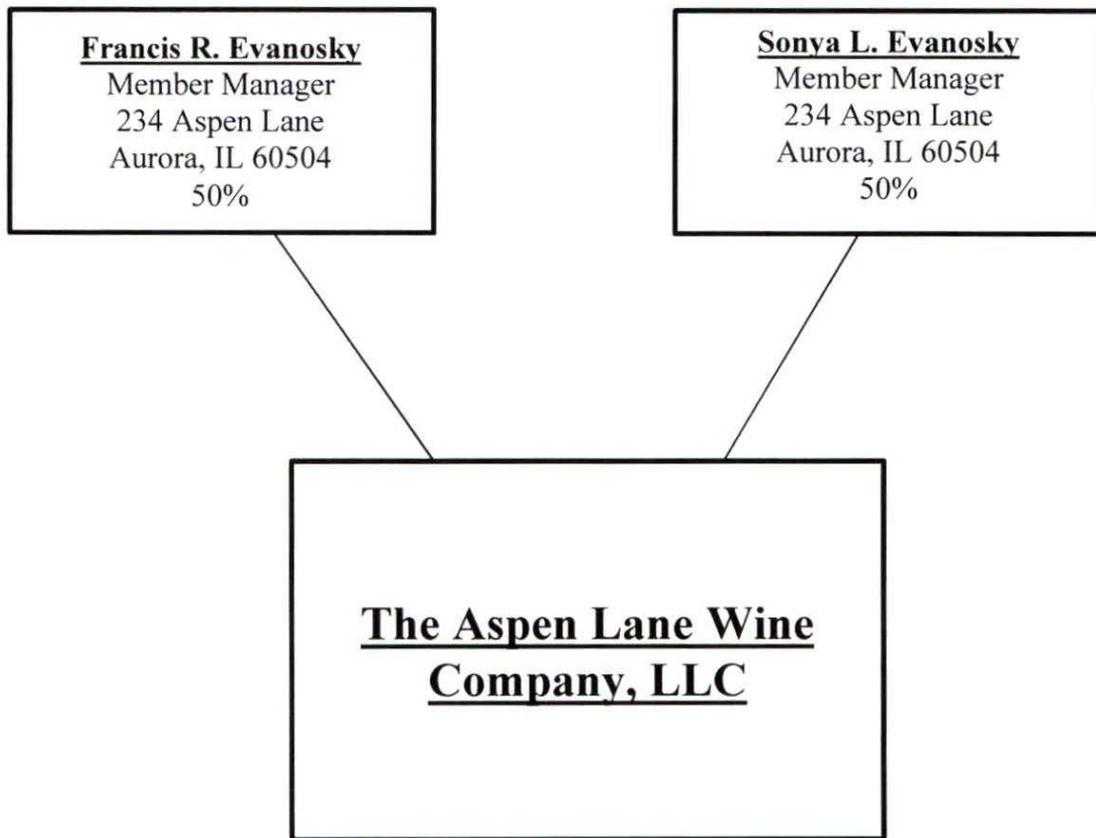
Signature

Signature

Signature



ORGANIZATION CHART



FILE #

This space for use by Secretary of State.

FILED

APR 07 2015

**JESSE WHITE
SECRETARY OF STATE**

Form **LLC-5.5**
May 2012

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State.

Illinois
Limited Liability Company Act
Articles of Organization

SUBMIT IN DUPLICATE
Type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$500

Approved: *JS*

1. Limited Liability Company Name: THE ASPEN LANE WINE COMPANY, LLC
The LLC name must contain the words Limited Liability Company, L.L.C. or LLC and cannot contain the terms Corporation, Corp., Incorporated, Inc., Ltd., Co., Limited Partnership or L.P.

2. Address of Principal Place of Business where records of the company will be kept: (P.O. Box alone or c/o is unacceptable.)
234 ASPEN LANE, AURORA, ILLINOIS 60504

3. Articles of Organization effective on: (check one)
 the filing date
 a later date (not to exceed 60 days after the filing date): _____
Month, Day, Year

4. Registered Agent's Name and Registered Office Address:

Registered Agent: FRANCIS R. EVANOSKY, JR.
First Name Middle Initial Last Name

Registered Office: 234 ASPEN LANE
(P.O. Box alone or c/o is unacceptable.) Number Street Suite #
AURORA IL 60504
City ZIP Code

Note: The registered agent must reside in Illinois. If the agent is a business entity, it must be authorized to act as agent in this state.

5. Purpose(s) for which the Limited Liability Company is organized:
The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act.
(LLCs organized to provide professional services must list the address(es) from which those services will be rendered if different from item 2. If more space is needed, use additional sheets of this size.)

6. The duration of the company is perpetual unless otherwise stated. If the operating agreement provides for a dissolution date, enter that date here: _____
Month, Day, Year

LLC-5.5

7. (Optional) Other provisions for the regulation of the internal affairs of the Company: (If more space is needed, attach additional sheets of this size.) _____

8. The Limited Liability Company: (Check either a or b below.)

a. is managed by the **manager(s)** (List names and addresses.)

FRANCIS R. EVANOSKY 234 ASPEN LANE, AURORA, IL 60504

SONYA EVANOSKY 234 ASPEN LANE, AURORA, IL 60504

b. has management vested in the **member(s)** (List names and addresses.)

9. Name and Address of Organizer(s):

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

Dated March 23, 2016
Month & Day Year

1. _____

Signature

FRANCIS R. EVANOSKY, JR., ORGANIZER
Name (type or print)

Name if a Corporation or other Entity, and Title of Signer

2. _____

Signature

Name (type or print)

Name if a Corporation or other Entity, and Title of Signer

1. 234 ASPEN LANE
Number Street

AURORA
City/Town

IL 60504
State ZIP Code

2. _____
Number Street

City/Town

State ZIP Code

Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

APRIL 07, 2015

0511238-9

FRANCIS R EVANOSKY JR
234 ASPEN LANE
AURORA, IL 60504-0000

RE THE ASPEN LANE WINE COMPANY, LLC

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF ORGANIZATION THAT CREATED YOUR LIMITED LIABILITY COMPANY. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

PLEASE NOTE! THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF THIS ANNIVERSARY MONTH NEXT YEAR. FAILURE TO TIMELY FILE WILL RESULT IN A \$300 PENALTY AND/OR DISSOLUTION/REVOCAION. A PRE-PRINTED ANNUAL REPORT WILL BE MAILED TO THE REGISTERED AGENT AT THE ADDRESS ON OUR RECORDS APPROXIMATELY 45 DAYS BEFORE THE DUE DATE.

FOR A LIMITED LIABILITY COMPANY THAT INTENDS TO PROVIDE CERTAIN PROFESSIONAL SERVICES FOR WHICH INDIVIDUALS ARE REQUIRED TO BE LICENSED, A CERTIFICATE OF REGISTRATION MUST BE OBTAINED FROM THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION. IF THE LLC IS SO REGISTERED, THE CURRENT ADDRESS FROM WHICH THE PROFESSIONAL SERVICES ARE PROVIDED MUST ALSO BE ON RECORD WITH THIS OFFICE.

MANY OF OUR SERVICES ARE AVAILABLE AT OUR CONTINUOUSLY UPDATED WEBSITE. VISIT WWW.CYBERDRIVEILLINOIS.COM TO VIEW THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE EARLIER PARAGRAPH.

SINCERELY YOURS,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Document Detail

Doc Number: R2007-116411

Document Date: 2/20/2006

Recording Date: 6/22/2007

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Consideration: 0

Plat Book: 000

Description: PRCL L 2A MDW LAKES UN 26 PH 1 RESUB 38-9

Return Address:

Address1:

Address2:

Address3:

Name of Party

Name	Type	Trust Number
SUBURBAN B&T MEADOW LAKES L 2A LLC		

Property Address

Street No:

Street Name:

City:

Zip:

PIN

PIN: 07-29-420-005

Parcel #

0729420001

Document Number	Date Recorded	Name	Type	Doc Type	Legal Description
<u>U2011-000298</u>	05/06/2011	SUBURBAN B&T		UNIFORM COMMERCIAL CODE	U2006-416 & R2006-112224
<u>U2011-000298</u>	05/06/2011	MEADOW LAKES L 2A LLC		UNIFORM COMMERCIAL CODE	U2006-416 & R2006-112224
<u>R2011-057125</u>	05/06/2011	MEADOW LAKES L 2A LLC		CONTINUATION	U2006-416 & R2006-112224
<u>R2011-057125</u>	05/06/2011	SUBURBAN B&T		CONTINUATION	U2006-416 & R2006-112224
<u>R2007-116411</u>	06/22/2007	MEADOW LAKES L 2A LLC	MISC 1	EASEMENT	PRCL L 2A MDW LAKES UN 26 PH 1 RESUB 38-9
<u>R2007-116411</u>	06/22/2007	MEADOW LAKES UN 26	MISC 1	EASEMENT	PRCL L 2A MDW LAKES UN 26 PH 1 RESUB 38-9
<u>R2007-116411</u>	06/22/2007	AURORA CITY	MISC 2	EASEMENT	PRCL L 2A MDW LAKES UN 26 PH 1 RESUB 38-9

INDUSTRIAL SPACE LEASE

THIS LEASE is made as of July 6, 2015, by and between Meadow Lakes Lot 2A LLC (hereinafter sometimes referred to as "Lessor") and The Aspen Lane Wine Company, LLC, an Illinois corporation (hereinafter sometimes referred to as "Lessee"), who hereby mutually covenant and agree as follows:

I. GRANT AND TERM

1.0 GRANT. Lessor, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Lessee to be performed, hereby leases to Lessee, and Lessee hereby lets from Lessor, the premises known as Unit C-2 consisting of approximately 1,431 square feet of building area in the building commonly known as 3682 Prairie Lake Court, Aurora, Illinois (the "Building"), together with all improvements now located or to be located on said premises during the term of this Lease, together with an appurtenances belonging to or in any way pertaining to the said premises (such Unit C, and all improvements and appurtenances are hereinafter sometimes jointly or severally as the context requires, referred to as "Leased Premises").

1.1 TERM. The term of this Lease shall commence on August 1, 2015 (hereinafter sometimes referred to as "Commencement Date"), and shall end on August 31, 2018 ("Expiration Date"), unless sooner terminated as herein set forth.

II. POSSESSION

2.0 POSSESSION. Prior to the Commencement Date, Lessor shall construct, or cause to be constructed, at its sole cost and expense certain work as listed on Exhibit "A" and referred to as the "Lessor's Work". If Lessor gives possession prior to the Commencement Date to enable Lessee to fit the Lease Premises to its use, such occupancy shall be subject to all the terms and conditions of this Lease (except that Lessee shall not be required to pay Base Rent, excess impositions, excess Operating Costs, or excess Insurance Premiums during such occupancy). Except as provided in Exhibit A, if Lessor shall be unable to deliver possession of the Leased Premises on the Commencement Date by reason of the fact that Lessor's Work beyond the control of Lessor, Lessor shall not be subject to any liability for the failure to give possession on said date, nor shall the validity of this Lease or the obligations of Lessee hereunder be in any way affected. Under such circumstance, unless the delay is the fault of Lessee, rent and other charges hereunder shall not commence until the later of seven (7) days after the date possession of the Leased Premises is given or the Commencement Date.

2.1 LESSEE'S CONSTRUCTION. Lessee shall, at Lessee's sole cost and expense, perform certain improvements ("Lessee's Work") and obtain applicable permits therefore in

accordance with plans and specifications (" Lessee's Plans"). Lessee's Plans for the Lessee's Work shall be submitted to Lessor for the Lessor's review and approval which approval shall not be unreasonably withheld. Lessor's approval of Lessee's Plans shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Lessee shall not commence any of Lessee's Work until Lessor has approved Lessee's Plans. Lessor shall be deemed to have approved Lessee's Plans unless it notifies Lessee to the contrary within three (3) business days of receipt by Lessor of Lessee's Plans. It is agreed and understood that Lessee is assuming the responsibility to cause the Lessee's Work to be completed in accordance with all applicable laws, rules, regulations and ordinances, including but not limited to the Americans with Disabilities Act. There shall be no material deviation from the Plans without Lessor's further written approval. Lessee shall be responsible for causing the Lessee's Work to be completed by contractors of Lessee's choice. If any damage to the Leased Premises or to the Building, to any equipment or fixtures pertinent thereto or any part thereof results from any act, omission or neglect of Lessee, its contractors, agents or employees, Lessor may, at Lessor's option, repair such damage and Lessee, upon demand by Lessor, shall reimburse Lessor for the total cost of repairs or damages. All contractors and sub-contractors engaged to perform the Work shall: (i) be fully licensed in accordance with applicable law; and (ii) conform with minimum insurance requirements established by the Lessor, which requires all contractors to maintain \$1,000,000 general liability insurance and workmen's compensation insurance in the minimum amounts of \$100,000/\$500,000/\$100,000. Lessee agrees to use reasonable efforts to cause the Lessee's Work to be completed diligently and at such time and in such manner so as to not unreasonably interfere with the Lessor, its agents, other Lessees or occupants of the Building. Prior to commencing the Lessee's Work, Lessee shall furnish to Lessor evidence of contractor's or Lessee's insurance in such amount and with such endorsements as Lessor may reasonably request as required by the Lease. Notwithstanding the foregoing, in the event the Lessee's Work requires modification to any HVAC, sprinkler, structural or roof penetrations ("Structural Work") pursuant to the Plans, all such Structural Work shall be performed in such a manner so as to not invalidate any existing warranties and by (or with the supervision of) Lessor. Lessee shall have no authority to perform or install Structural Work unless Lessor agrees otherwise. Upon completion of the Lessee's Work, Lessee shall furnish Lessor with a certificate from Lessee's architect stating that based upon the architect's observations, the Lessee's Work has been substantially completed in accordance with the Plans, and a sworn statement from the Lessee and general contractor with supporting waivers of lien and affidavits and such other documents as may be required to establish that all parties performing labor or supplying materials or services in connection with the Lessee's Work have been paid in full.

Lessee agrees that the performance of the Lessee's Work shall be at Lessee's sole risk and unless caused by the negligence of Lessor, its agents, employees or contractors, Lessor shall not be liable in any way for any injury, loss or damage, which may occur to any of the Lessee's property or installations as a result of the Lessee's Work. Lessee agrees to protect, defend, indemnify and save harmless Lessor from all liabilities, costs, damages, fees (including attorneys' fees) and expenses arising out of or in connection with the activities of Lessee or its agents, contractors, suppliers or workmen in performing the Lessee's Work in or about the Premises or Building.

III. PURPOSE

3.0 PURPOSE. The Lease Premises shall be used and occupied only for the purpose of a wine production & retail store front facility and for no other purpose without the express written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

3.1 USES PROHIBITED. Lessee shall not permit the Leased Premises to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous, provided, however, that if Lessee's use of the Leased Premises does make the insurance risk more hazardous then, without prejudice to any other remedy of Lessor for such breach, Lessee shall pay to Lessor, on demand, the amount by which Lessor's insurance premiums are increased as a result of such use, which payment shall be in addition to the payment by Lessee for excess premiums as provided in Section 6.2 hereof. Lessee shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereof, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements, or cause the value of usefulness of the building or any part thereof to diminish, or which would constitute a public or private nuisance or wastes.

IV. RENT

4.0 RENT. Beginning with the Base Rent Commencement Date (as defined herein), Lessee shall pay to, or upon the order of Lessor as rent for the Leased Premises ("Base Rent"), the amount as shown on Exhibit "B" attached hereto and made a part hereof in advance upon the first day of each and every month during the Term, commencing upon the Base Rent Commencement Date. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the Base Rent, (and monthly payments of estimated Impositions, Insurance and Operating Costs, and any other amounts payable on a monthly basis) shall be prorated on a per diem basis for those partial calendar months. If Lessee occupies the Leased Premises for the purpose of conducting business therein prior to the Commencement Date, Lessee shall pay rent and other charges hereunder on a pro rata basis from the date of occupancy to the Commencement Date. All payments of rent shall be made without deduction, set off, discount or abatement in lawful money of the United States. All amounts required or provided to be paid by Lessee under this Lease shall be deemed rent, and the failure to pay the same shall be treated in all events as the failure to pay rent.

4.1 INTEREST ON LATE PAYMENTS. Each and every installment of rent and each and every payment of other charges hereunder which shall not be paid when due, shall bear interest at the highest rate, then payable by Lessee in the state in which the Leased Premises are located, or in the absence of such a maximum rate, at the rate of eighteen per cent (18%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid. In addition, if Lessee shall fail to pay any Rent within ten (10)

days after the same is due, Lessee shall be obligated to pay a late payment charge equal to five percent (5%) of any Rent payment not paid when due to reimburse Lessor for its additional administrative costs. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

4.2 ADDITIONAL RENT. This Lease is what is commonly called a "modified gross lease," it being understood that Lessor shall receive the monthly Base Rent set forth in Section 4.0 hereof free and clear of any and all other impositions, taxes, assessments, liens, charges or expenses of any nature whatsoever in connection with the ownership, maintenance, repair and operation of the Leased Premises. Accordingly, in addition to Base Rent, Lessee shall pay to Lessor, Lessee's proportionate share of the annual excess Impositions, excess Insurance Premiums and excess Operating Costs in the manner set forth in this Lease.

4.3 LESSEE'S PROPORTIONATE SHARE. Lessee's proportionate share shall be 10.70%, which is a percentage equal to a fraction, the numerator of which shall be the square footage of the Leased Premises (1,431 square feet) and the denominator of which shall be the constructed floor area leased of the Building on the Real Estate (13,380 square feet). Said percentage shall hereinafter be referred to as Lessee's "proportionate share."

V. IMPOSITIONS

5.0 PAYMENT BY LESSEE. Commencing with the second Lease Year, Lessee shall pay to Lessor as additional rent for the Leased Premises Lessee's proportionate share of all taxes and assessments, general and special, water rates and all other impositions, ordinary and extraordinary, or every kind and nature whatsoever, which may be levied, assessed or imposed upon the Real Estate or upon any improvements at any time situated thereon by a governmental body during the term of the Lease and also all costs and fees (including attorneys' fees) incurred in contesting any such taxes, levies, charges or assessments ("Impositions") in excess of the sum of \$2,389.77 per year (\$1.67 PSF), provided, however that Lessee's proportionate share of such excess Impositions shall be prorated between Lessor and Lessee for the last year of the Lease term (on the basis of Lessor's reasonable estimate thereof). Lessee may take benefit of the provisions of any statute or ordinance permitting any assessment to be paid over a period of years, and Lessee shall be obligated to pay its proportionate share of only those installments falling due during the term of this Lease. Lessee's proportionate share of such excess Impositions shall be paid by Lessee to Lessor within ten (10) days after Lessor bills Lessee therefore, or, at Lessor's election, in monthly installments in amounts estimated by Lessor. The excess taxes for the last year of the Lease Term to be paid at the rate of 110% of the prior year tax bill payable ninety (90) days prior to the termination of this Lease. Any excess moneys shall be returned by Lessor to Lessee within ten (10) days after issuance of the tax bill for the last year of the Lease Term.

5.1 ALTERNATIVE TAXES. If at any time during the term of this Lease the method of taxation prevailing at the commencement of the term hereof shall be altered so that any new tax, assessment, levy, imposition, or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Lease, or the Leased Premises, or the rent, additional rent or other income there from and shall be imposed upon Lessor, then all such taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured or based, shall be deemed to be included within the term Impositions for the purposes hereof, to the extent that such Impositions would be payable if the Leased Premises were the only property of Lessor subject to such Impositions, and Lessee shall pay its share of the excess of Impositions as so defined. There shall be excluded from Impositions all federal income taxes, federal excess profit taxes, franchise, capital stock and federal or state estate or inheritance taxes of Lessor.

5.2 TAX APPEAL. Lessee shall pay to Lessor Lessee's proportionate share of any costs incurred by Lessor in the appeal of real estate tax assessments or tax rates. It is understood and agreed that Lessee's share of said costs shall not exceed its proportionate share of the amount of reduction in said Impositions required to be paid by Lessee hereunder obtained by such appeal. Said costs shall be considered additional rent and shall be paid to Lessor within thirty (30) days after Lessor bills Lessee for same.

VI. INSURANCE AND LIABILITY

6.0 LIABILITY. Lessor shall not be liable to Lessee or Lessee's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of Lessee, its agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation of Lessee, or caused by the buildings and improvements located on the Premises becoming out of repair or caused by leakage of gas, oil, water or steam or by electricity emanating from the Premises, or due to any cause whatsoever, and the Lessee agrees to indemnify Lessor and hold it harmless from any loss, expense or claims, including attorneys fees, arising out of such damage or injury, except that any injury to person or damage to property caused by the negligence of the Lessor or by the failure of Lessor to repair and maintain that part of the premises which Lessor is obligated to repair and maintain after written notice from Lessee of needed repairs or of defects shall be the liability of the Lessor and not of Lessee, and Lessor agrees to indemnify Lessee and hold it harmless from any and all loss, expense or claims, including attorneys fees arising out of such damage or injury. Lessee shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring both Lessor and Lessee against all claims, demands or actions arising out of or in connection with Lessee's use or occupancy of the Premises, or by the condition of the Premises, the limits of such policy or policies to be in an amount not less than \$2,000,000 in respect of injuries to or death of any one person, and in an amount not less than \$2,000,000 in respect of any one accident or disaster, and in

an amount not less than \$1,000,000 in respect of property damaged or destroyed, and to be written by insurance companies qualified to do business in the state of Illinois. Such policies or duly executed certificates of insurance shall be promptly delivered to Lessor and renewals thereof as required shall be delivered to Lessor at least ten (10) days prior to the expiration of the respective policy terms.

6.1 FORM OF INSURANCE. The aforesaid insurance shall be in companies and in form, substance and amount (where not stated above) reasonably satisfactory to Lessor and any mortgagee of Lessor. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to Lessor and any mortgagee of Lessor. The original insurance policies (or certificates thereof satisfactory to Lessor) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Lessor at the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the term of each such coverage.

6.2 EXCESS INSURANCE PREMIUMS. Commencing with the second Lease Year, Lessee shall pay to Lessor as additional rent for the Leased Premises Lessee's proportionate share of any excess in premiums for hazard, casualty and liability insurance (with all endorsements) paid annually by Lessor during the Lease term in excess of the amount of \$143.10 (\$.10 PSF). Lessee shall be obligated to pay its proportionate share of only those annual premiums, which relate to insurance coverage during the term of this Lease. Lessee's proportionate share of such excess premiums shall be paid by Lessee to Lessor within ten (10) days after the Lessor bills Lessee therefore or at Lessor's option, on a monthly basis in the same manner as provided for the monthly payment of excess Impositions in Section 5.0, and subject to annual payment and adjustment upon issuance of a statement of the actual insurance premiums for Insurance in the same manner as provided in Section 5.0 .

6.3 MUTUAL WAIVER OF SUBROGATION RIGHTS. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties of this Lease, or anyone claiming by, through, or under it in connection with Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost damage or expense or so required under this Lease to be so insured, the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

VII. DAMAGE OR DESTRUCTION

7.0 LESSOR'S OBLIGATION TO REBUILD. In the event the Leased Premises are damaged by fire, explosion or other casualty, Lessor shall through its membership in the association of unit owners, vote to commence the repair, restoration or rebuilding thereof, within a reasonable period of time after the adjustment for such casualty loss is completed by the insurance carrier and thereafter such restoration, repair or rebuilding shall be completed within six months after the commencement thereof, provided that if construction is delayed because changes, deletions, or additions in construction requested by Lessee, strikes, lockouts, casualties, acts of God, war material or labor shortages, Governmental regulation or control or other causes beyond the control of the Lessor, the period for restoration repair or rebuilding caused thereby shall be extended for the amount of time Lessor is so delayed. If the casualty or the repair, restoration or rebuilding caused thereby shall render the Leased Premises unleaseable, in whole or in part, an equitable abatement in rent shall be allowed from the date when the damage occurred until the date when the Leased Premises are again fit for occupancy by Lessee. If such a fire, explosion or other casualty damages the Building in which the Leased Premises are located to the extent 50% or more thereof and the unit owners vote not to repair, restore or rebuild the same, the Lessor may terminate this Lease within sixty (60) days after occurrence of the event causing the damage. In such event, the obligation of Lessee to pay rent and other charges hereunder shall end as of the date when the damage occurred. If for any reason the repair, restoration or rebuilding of the Leased Premises has not commenced within sixty (60) days of the date of the casualty, Lessee shall have the right to terminate this Lease upon notice to Lessor as of the date of the casualty.

VIII. CONDEMNATION

8.0 TAKING OF WHOLE. If the whole of the Leased Premises shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or if such a portion of the Leased Premises shall be so taken that as a result thereof the balance cannot be used for the same purpose as expressed in Article III then in either of such events, the Lease Term shall terminate upon delivery of possession to the condemning authority, and any award, compensation or damages (hereinafter sometimes called the "award"), shall be paid to and be the sole property of Lessor whether such award shall be made as compensation for diminution of the value of the leasehold or the fee of the Leased Premises or otherwise and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all such award. Lessee shall continue to pay rent until the Lease Term is terminated and any excess Impositions and excess premiums prepaid by Lessee shall be adjusted between the parties. Nothing herein shall prohibit Lessee from collecting or suing the condemning authority for a separate award.

8.1 PARTIAL TAKING. If only a part of the Leased Premises shall be so taken or condemned, and as a result thereof the balance of the Leased Premises can be used for the same purpose as expressed Article III, this Lease shall not terminate and Lessor shall commence repair of the Leased Premises and all improvements thereon within thirty (30) days of the receipt of the award. Any portion of the award which has not been expended by

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Lessor for such repairing or restoration shall be retained by Lessor and Lessor's sole property. If 50 % or more of the building within which the Leased Premises are located shall be so taken or condemned, Lessor may terminate this Lease by giving written notice thereof to Lessee within sixty (60) days after such taking. In such event, the award shall be paid to and be the sole property of Lessor. The rent shall be equitably abated following delivery of possession to the condemning body. Nothing herein shall prohibit Lessee from collecting or suing the condemning authority for a separate award.

IX. MAINTENANCE AND ALTERATIONS

9.0 MAINTENANCE. Lessor and Lessee acknowledge that the association of unit owners shall be responsible for keeping and maintaining the exterior walls, roof and structural portions of the Building of which the Leased Premises are a part, and the parking lot, sidewalk and landscaping in good order and repair, except for loss by fire or other casualty, which loss is covered by Article VII of this Lease and except for any damage, repairs maintenance or replacements caused by Lessee's misuse of the Leased Premises or Lessee's negligence. Commencing with the second Lease Year, Lessee shall pay to Lessor Lessee's proportionate share of the common operating costs incurred in connection with the ownership, operation, and maintenance of the Building and its common areas including but not limited to landscape maintenance, parking lot maintenance repair or replacement, snow removal, garbage disposal, legal, accounting, Park Association, water and sewer, administration, management, inspections, fire alarms connections and monitoring costs and inspections thereof ("Operating Costs") in excess of the sum of \$357.75 per year (\$.25 PSF). Said Operating Costs shall be paid 10 days after Lessor bills Lessee, or at Lessor's option on a monthly basis in the same manner as provided for the monthly payment of excess Impositions in Section 5.0 and subject to annual payment and adjustment upon issuance of a statement of the actual Operating Costs in the same manner as provided in Section 5.0. Lessee shall keep and maintain the interior of the Leased Premises clean and sanitary and in good condition and repair including, without limitation, any necessary replacements (and further including, without limitation, necessary interior painting and window replacement). In addition, Lessee shall be responsible for all damage, repairs, maintenance, and replacements caused by the negligence or misuse of the Leased Premises by Lessee, Lessee's agents, servants, employees or invitees. Lessee shall fully comply with all health and police regulations in force and shall conform with the rules and regulations of fire underwriters or their fire protection engineers. At all times during the term of this Lease, Lessee shall have and keep in force a maintenance contract (in form and with a contractor satisfactory to Lessor), providing for inspection and necessary repair of heating, air conditioning and ventilating: equipment at least once each calendar year. Said contract shall provide that it will not be cancelable by either party thereto except upon thirty (30) days written notice to Lessor. Lessee shall promptly remove any debris left in the parking area or other exterior areas of the Leased Premises by Lessee, its employees, agents or contractors.

9.1 ALTERATIONS. Lessee shall not create any openings in the roof or exterior walls, nor shall Lessee make any alterations or additions to the Leased Premises. Lessee shall make all additions, improvements, alterations and repairs on the Leased Premises and on and to the appurtenances and equipment thereof, required by any governmental authority

or which may be made necessary by the act or neglect of Lessee. Upon completion of any work by or on behalf of Lessee, Lessee shall provide Lessor with such documents as Lessor may require (including without limitation, sworn contractor's statements and supporting lien waivers evidencing payment in full for such work.

X. ASSIGNMENT AND SUBLETTING

10.0 CONSENT REQUIRED. Lessee shall not, without Lessor's written consent (a) assign, convey or mortgage this Lease or any interest under it, (b) allow any transfer thereof or any lien upon Lessee's interest by operation of law, (c) sublet the Leased Premises or any part thereof, (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Lessee. Lessor agrees that it will not unreasonably withhold its consent to any assignment or sublease, provided that if Lessee requests Lessor's consent to an assignment of the Lease or a sublease of all or a substantial portion of the Leased Premises, within ten (10) days of certified receipt of Lessee's request, Lessor may, in lieu of granting such consent or reasonably withholding the same, terminate this Lease, effective on the effective date of said assignment or on the commencement date specified in the sublease, as the case may be, to which Lessor's consent is requested. No permitted assignment or subletting shall relieve Lessee of Lessee's covenants and agreements hereunder and Lessee shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made.

10.1 MERGER OR CONSOLIDATION. Lessee may, without Lessor's consent, but with notice to Lessor, assign this Lease to any corporation resulting from a merger or consolidation of the Lessee upon the following conditions: (a) that the total assets and net worth of such assignee after such consolidation or merger shall be equal to or more than that of Lessee immediately prior to such consolidation or mergers, (b) that Lessee is not at such time in material default hereunder, and (c) that such successor shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Lessee hereunder and deliver the same to Lessor. No such permitted assignment shall relieve Lessee of Lessee's covenants and agreements hereunder and Lessee shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made to the extent Lessee remains in existence as a result of such merger.

10.2 OTHER TRANSFER OF LEASE. Lessee shall not allow or permit any transfer of this Lease, or any interest hereunder, by operation of law, or convey, mortgage, pledge, or encumber this Lease or any interest therein.

XI LIENS AND ENCUMBRANCES

11.0 ENCUMBERING TITLE. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Leased Premises, nor shall the interest or estate of Lessor in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by

Lessee. Any claim to or lien upon, the Leased Premises arising from any act or omission of Lessee shall accrue only against the Leasehold estate of Lessee and shall be subject and subordinate to the paramount title and rights of Lessor in and to the Leased Premises.

11.01 LIENS AND RIGHT TO CONTEST. Lessee shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Lessee or claimed to have been furnished to Lessee in connection with work or any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Lessee, provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Lessee shall give to Lessor such security as may be reasonable deemed satisfactory to Lessor to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Leased Premises by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered with all property costs and charges, and shall have the lien released and any judgment satisfied.

XII. UTILITIES

12.0 UTILITIES. Lessee shall purchase all utility services, including but not limited to fuel, water, sewer, and electricity from the utility or municipality providing such service and shall pay for such services when such payments are due. *Currently, water and sewer are paid and included in Section 9.0.*

XIII. INDEMNITY AND WAIVER

13.0 INDEMNITY. Lessee will protect indemnify and save harmless Lessor from and against all liabilities, obligations, claims damages, penalties, causes of action costs and expenses (including without limitation, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or resulting from any act or omission of Lessee or anyone claiming by, through or under Lessee, (b) any failure on the part of Lessee to perform or comply with any of the terms of this Lease; or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof. In case any action, suit or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel reasonable approved by Lessor.

13.1 WAIVER OF CERTAIN CLAIMS. Lessee waives all claims it may have against Lessor for damage or injury to person or property sustained by Lessee or any persons claiming through Lessee or by any occupancy of the Leased Premises, or by any other person, resulting from any part of the Leased Premises or any of its improvements, equipment or appurtenances becoming out of repair, or resulting from any accident on or about the Leased Premises or resulting directly or indirectly from any act or neglect of any Lessee or occupant of any part of the Leased Premises or of any other person, including

Lessor to the extent permitted by law. This Section 13.1 shall include, but not by way of limitation, damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise, or caused by bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of Lessee or of other Lessees, or occupants or any part of the Real Estate or any person, including Lessor to the extent permitted. by law, and whether such damage be caused by or result from any thing or circumstance above mentioned or referred to or to any other thing or circumstance whether of a like nature or of a wholly different nature. All personal property belonging to Lessee or any occupant of the Leased Premises that is in or on any part of the Real Estate shall be there at the risk of Lessee or of such other person only, and Lessor shall not be liable for any damage thereto or for the theft or misappropriation thereof.

XIV. RIGHTS RESERVED TO LESSOR

14.0 RIGHTS RESERVED TO LESSOR. Without limiting any other rights reserved or available to Lessor under this Lease, at law or in equity, Lessor, on behalf of itself and its agents (and its beneficiary or beneficiaries and their agents, if Lessor is an Illinois land trust) reserves the following rights to be exercised at Lessors election:

- (a) To change the street address of the Leased Premises;
- (b) To inspect the Leased Premises and to make repairs, additions or alterations to the Leased Premises or the building of which Leased Premises are a part, specifically including, but without limiting the generality of the foregoing, to make repairs, additions or alterations within the Leased Premises to mechanical, electrical, and other facilities serving other premises in the Building of which the Leased Premises are a part or other parts of the Real Estate;
- (c) To show the Leased Premises to prospective purchasers, mortgagees, or other persons having a legitimate interest in viewing the same and at any time within six (6) months prior to the expiration of the Lease Term, to persons wishing to rent the Leased Premises;
- (d) During the last year of the Lease Term, to place and maintain the usual "For Rent" sign in or on the Leased Premises;
- (e) To place and maintain "For Rent" signs on the Real Estate and on the exterior of the building of which the Leased Premises are a part;

Lessor may enter upon the Leased Premises for any and all of said purposes and may exercise any and all of the foregoing rights hereby without being deemed guilty of an eviction or disturbance of Lessee's use or possession of the Leased Premises, and without being liable in any manner to Lessee.

XV. QUIET ENJOYMENT

15.0 QUIET ENJOYMENT. So long as Lessee is not in default under the covenants and agreements of this Lease, Lessee's quiet and peaceable enjoyment of Leased Premises shall not be disturbed or interfered with by Lessor or by any person claiming by, through or under Lessor.

XVI. SUBORDINATION OR SUPERIORITY

16.0 SUBORDINATION OR SUPERIORITY. Provided the mortgagee or trustee named in any first mortgage or first trust deed on the Leased Premises shall agree that, if it becomes the owner of the Leased Premises by foreclosure or deed in lieu of foreclosure, it will recognize the right and interest of Lessee under the Lease and not disturb Lessee's use and occupancy of the Leased Premises if and so long as Lessee is not in default under the Lease (which agreement may, at such mortgagee's option, require attornment by Lessee), then all or a portion of the rights and interest of Lessee under this Lease shall be subject and subordinate to such first mortgage or first trust deed and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. Any such mortgagee or trustee may elect that instead of making this Lease subject and subordinate to its first mortgage or first trust deed, the rights and interest of Lessee under this Lease shall have priority over the lien of its mortgage or trust deed. Lessee agrees that it will, within ten (10) days after demand in writing, execute and deliver whatever instruments may be required, either to make the Lease subject and subordinate to such a mortgage or trust deed, or to give the lease priority over the lien of the mortgage or trust deed, whichever alternative may be elected by the mortgagee or trustee.

XVII. SURRENDER

17.0 SURRENDER. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Leased Premises, Lessee will at once surrender and deliver up the Leased Premises, together with all improvements thereon, to Lessor broom clean and in good condition and repair. Said improvements shall include floors, walls ceilings, doors all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Leased Premises (as distinguished from operations incident to the business of Lessee, articles of personal property incident to Lessee's business are hereinafter referred to as "Trade Fixtures"). All additions, hardware, non trade fixtures and all improvements, temporary or permanent, in or upon the Leased Premises placed there by Lessee shall become Lessor's property and shall remain upon the Leased Premises upon such termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Lessee, unless Lessor requests their removal in writing at or before the time of such termination of this Lease. If Lessor so requests removal of said additions hardware, non Trade Fixtures and improvements and Lessee does not make such removal at

said termination of this Lease, or within ten (10) days after such request, whichever is later, Lessor may, at its option, remove and dispose of the same in any manner in which in Lessor's sole judgment shall deem proper and Lessee shall pay the cost of such removal and disposal (including but not limited to the repair of any damage to the Leased Premises resulting from such removal and disposal) to Lessor on demand.

17.1 REMOVAL OF LESSEE'S PROPERTY. Upon the termination of this Lease by lapse of time, Lessee may remove Lessee's Trade Fixtures, provided, however, that Lessee shall repair any injury or damage to the Leased Premises which may result from such removals. If Lessee does not remove Lessee's Trade Fixtures from the Leased Premises within five (5) days after the end of the term, however ended, Lessor may, at its option, remove and dispose of the same in any manner which Lessor in Lessor's sole judgment shall deem proper and Lessee shall pay the cost of such removal and disposal (including but not limited to the repair of any injury or damage to the Leased Premises resulting from such removal and disposal), or Lessor may treat such Trade Fixtures as having been conveyed to Lessor with this Lease as a Bill of Sale without further payment or credit by Lessor or Lessee.

17.2 HOLDING OVER. Any holding over by Lessee of the Leased Premises after the expiration of this Lease shall operate and be construed to be a tenancy from month to month only, at a rate equal to one hundred fifty percent (150%) of the rate of rent payable hereunder immediately prior to the expiration or other termination of the Lease or Lessee's right of possession plus other charges payable hereunder for the Lease Term. Nothing contained in this Section 17.2 shall be construed to give Lessee the right to hold over after the expiration of this Lease and Lessor may exercise any and all remedies at law or in equity to recover possession of the Leased Premises.

XVIII. REMEDIES

18.0 DEFAULTS. Lessee agrees that any one or more of the following events shall be considered events of default as said term is used herein, that is to say if,

(a) Lessee shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Lessee asking reorganization of Lessee under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of the entry or granting thereof, or

(b) Lessee shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws as now or hereafter amended, or Lessee shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment or indebtedness, reorganization, arrangements, composition or extension, or

(c) Lessee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Lessee or any of the property of Lessee, or

(d) The Leased Premises are levied upon by and revenue officer or similar officer, or

(e) A decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof or

(f) Lessee shall abandon the Leased Premises for a period of sixty (60) consecutive days, or vacate the same during the term hereof or

(g) Lessee shall default in any payment of rent or any other payment required to be made by Lessee hereunder when due for fifteen (15) days after receipt by Lessee of notice thereof in writing to Lessee, or

(h) Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessor to insure payment thereof or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for ten (10) days after notice thereof in writing to Lessee or

(i) Lessee shall default in keeping observing or performing any of the other covenants or agreements herein contained to be kept observed and performed by Lessee, default shall continue for thirty (30) days after receipt by Lessee of notice thereof in writing to Lessee, or

(j) Lessee shall repeatedly be late in payment of rent or other charges required to be paid hereunder or shall repeatedly default in the keeping observing, or performing of any other covenants or agreements herein contained to be kept, observed or performed by Lessee (provided notice of such payment or other defaults shall have been given to Lessee, but Lessee, but whether or not Lessee shall have timely cured any such payment or other defaults of which notice was given).

Upon the occurrence of any one or more of such event of default, Lessor may at its election terminate this Lease or terminate Lessee's right to possession only, without terminating the Lease. Upon termination of the Lease, or upon termination of the Lessee's right to possession without termination of the Lease the Lessee shall surrender possession and vacate the Leased Premises immediately, and deliver possession thereof to the Lessor. Lessee hereby grants to the Lessor the full and free right, without demand or notice of any kind to Lessee (except as hereinabove expressly provided for) to enter into and upon the Leased Premises in such event with our without process of law and to repossess the Leased Premises as the Lessor's former estate and to expel or remove the Lessee and any others who may be occupying or within the Leased Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom

and without relinquishing the Lessor's rights to rent or any other right given to the Lessor hereunder or by operation of law. Upon termination of the Lease, Lessor shall be entitled to recover as damages, all rent and other sums due and payable by Lessee on the date of termination plus (1) an amount equal to the value of the rent and other sums provided herein to be paid by Lessee for the remainder of the stated Term hereof, less the fair rental value of the Leased Premises for the remainder of the stated Term hereof (taking into account the time and expenses necessary to obtain a replacement Lessee or Lessees, including expenses hereinafter described relating to recovery of the Premises, preparation for reletting and for reletting itself) and (2) the cost of performing any other covenants to be performed by the Lessee. If the Lessor elects to terminate the Lessee's right to possession only, without terminating the Lease, the Lessor may, at the Lessor option enter into the Leased Premises, remove the Lessee's signs and other evidences of tenancy, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating the Lease or releasing the Lessee, in whole or in part form the Lessee's obligations to pay the rent hereunder for the full term or from any other of its obligations under this Lease. Lessor may but shall be under no obligation so to do, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Lessor (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease term, and the right to relet the Leased Premises as part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Lessor may decorate or make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Lessor does not relet the Leased Premises, Lessee shall pay to Lessor on demand damages equal to the amount of the rent and other sums provided herein to be paid by Lessee for the remainder of the Lease Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom (including but not by way of limitation, attorney's fees, and brokers commissions) to satisfy the rent and other charges herein provided to be paid for the remainder of the Lease Term, Lessee shall pay to Lessor on demand any deficiency and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Section from time to time. If Lessee shall default under subsection (i) hereof; and if such default cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Lessee, and if Lessee promptly commences to eliminate the cause of such default, then Lessor shall not have the right to declare said term ended by reason of such default or to repossess without terminating the Lease so long as Lessee is proceeding diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended or to repossess without terminating the Lease, and to enforce all of its rights and remedies hereunder for any other default not so cured.

18.1 REMEDIES CUMULATIVE. No remedy herein or otherwise upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time and so often as occasion may arise

or as may be deemed expedient.

18.2 NO WAIVER. No delay or omission of Lessor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence thereon. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Lessor of any payment of rent or other charges hereunder after the termination by Lessor of this Lease or of Lessee's right to possession hereunder shall not, in the absence of agreement in writing to the contrary by Lessor, be deemed to restore this Lease or Lessee's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Lessee to Lessor.

18.3 CONFESSION OF JUDGMENT. Intentionally Deleted.

18.4 DEFAULT UNDER OTHER LEASES. Intentionally Deleted.

XIX. SECURITY DEPOSIT

19.0 SECURITY DEPOSIT. To secure the faithful performance by Lessee of all of the covenants, conditions and agreements in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed, including, but without limiting the generality of the foregoing such covenants, conditions and agreements in this Lease which become applicable upon the termination of the same by re-entry or otherwise, Lessee shall deposit concurrent with the execution of this Lease the sum of \$2,600.00 with Lessor as a security deposit on the understanding (a) that such deposit or any part or portion thereof not previously applied or from time to time, such one or more parts or portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which the Lessor may have on account thereof and upon such application Lessee shall pay Lessor on demand the amount so applied which shall be added to the security deposit so the same may be restored to its original amount (b) that should the Leased Premises be conveyed by Lessor, the deposit or any portion thereof not previously applied may be turned over to Lessor's grantee and if the same be turned over as aforesaid, the Lessee hereby releases Lessor from any and all liability with respect to the deposit and/or its application or return, and the Lessee agrees to look to such grantee, for such application or return, (c) that Lessor shall not be obligated to hold said deposit as a separate fund, but on the contrary may commingle the same with its other funds. (d) that if Lessee shall faithfully fulfill, keep, perform and observe all of the covenants, conditions, and agreements in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, performed and observed, the sum deposited or the part or portion thereof not previously applied shall be returned to the Lessee without interest no later than thirty (30) days after expiration of the term of this Lease or any renewal or extension thereof provided Lessee has vacated the Leased Premises and surrendered possession thereof to the Lessor at the expiration of said term or any extension or renewal thereof as provided herein and (e) Lessor reserves the right, at its sole option to return to Lessee said deposit or what may then remain thereof at any time prior to the date Lessor is obligated hereunder to return the same, but said

return shall not in any manner be deemed to be a waiver of any default of the Lessee hereunder then existing nor to limit or extinguish any liability of Lessee hereunder.

XX. MISCELLANEOUS

20.0 LESSEE'S STATEMENT. Lessee shall furnish Lessor annually within ninety (90) days after the end of each of Lessee's fiscal years a copy of its annual financial statement. It is mutually agreed that Lessor may deliver a copy of such statements to its mortgagee but otherwise Lessor shall treat such statements and information contained therein as confidential. Notwithstanding the foregoing, Lessee's obligation to furnish financial statements shall only apply in the event any current or future lender of Lessor requests such statements or in the event of the potential sale of the Leased Premises. This requirement shall only apply in the event the request is from Lessor's Lender, a potential refinance Lender or potential Purchaser of the property.

20.1 ESTOPPEL CERTIFICATES. Lessee shall at any time and from time to time upon not less than ten (10) days prior written request from Lessor execute, acknowledge and deliver to Lessor in form reasonably satisfactory to Lessor and/or Lessor's mortgagee, a written statement certifying (if true) that Lessee has accepted the Leased Premises that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications) that the Lessor is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, and such other accurate certification as may reasonably be required by Lessor or Lessor's mortgagee and agreeing to give copies to any mortgagee of Lessor of all notices by Lessee to Lessor. It is intended that any such statement delivered pursuant to this sub section may be relied upon by any prospective purchaser or mortgagee of the Leased Premises and their respective successors and assigns.

20.2 LESSOR'S RIGHT TO CURE. Lessor may but shall not be obligated to cure any default by Lessee (specifically including but not by way of limitation, Lessee's failure to obtain insurance make repairs, or satisfy lien claims) and all costs and expenses paid by Lessor in curing such default, including without limitation reasonable attorney's fees shall be so much additional rent due on the next rent date after such payment together with interest (except in the case of said attorneys fees) at the highest rate then payable by Lessee under Illinois law or in the absence of such a maximum rate, at the rate of eighteen per cent (18%) per annum, from the date of the advance to the date of repayment by Lessee to Lessor.

20.3 AMENDMENTS MUST BE IN WRITING. None of the covenants, terms or conditions of this Lease to be kept and performed by either party shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other party.

20.4 NOTICES. All notices to or demands upon Lessor or Lessee desired or required to be given under any of the provisions hereof shall be deemed received on the date of a signed receipt, if delivered in person, or on the date of the certified mail receipt, if by mail. Fax notices and any signature on such document shall be considered an original signature

(with originals to be supplied at a later day), shall be deemed delivered between 9:00 a.m. and 4:45 p. m. Monday through Friday (excluding legal holidays). Any fax during other times shall be deemed delivered on the next business day following the day of transmission. Lessee's address for said notices is 234 Aspen Lane, Aurora, IL 60504. ATTN: Bob Evanosky or at such address as Lessee may theretofore have furnished by written notice to Lessor, Lessor's address for said notices is 14411 Coil Plus Drive, Unit W, Plainfield, IL 60544, or at such other address as Lessor may theretofore have furnished to Lessee.

20.5 SHORT FORM LEASE. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Short Form Lease for recording, containing the name of the parties, the legal description and the term of the Lease.

20.6 TIME OF ESSENCE. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

20.7 RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

20.8 CAPTIONS. The captions of this Lease are for convenience only and are not to be construed as part of this; Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

20.9 SEVERABILITY. If any term or provision of this Lease shall to any extent be held invalid or unenforceable the remaining terms and provisions of this Lease shall not be affected hereby but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.10 LAW APPLICABLE. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

20.11 COVENANTS BINDING ON SUCCESSORS. All of the covenants, agreement, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named and whenever in this Lease reference is made to either of the parties hereto it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns any right claim, or privilege by virtue of any covenant, condition or undertaking in this Lease contained.

20.12 BROKERAGE. Lessee warrants that it has had no dealing with any broker or

agent in connection with this Lease, other than Les Robinson of Baird & Warner. ^{Lessor} ~~Lessee~~ covenants to pay said parties the agreed commission per agreement. Lessee covenants to hold harmless and indemnify Lessor from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or other agent with respect to this Lease or the negotiation thereof. sd
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20.13 LESSOR MEANS OWNER. The term "Lessor" as used in this Lease so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Leased Premises, and in the event of any transfer or transfers of the title to such fee, Lessor herein named (and in the case of any transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants on the part of Lessor contained in this Lease thereafter to be performed provided that any funds in the hands of such Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be turned over to the grantee, and any amount then due and payable to the Lessee by Lessor or the then grantor under any provisions of this Lease shall be paid to Lessee by Lessor or the then grantor under any provisions of this Lease. Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Lessor, its officers, employees or agents or Lessor's managing agent, with respect to any of the terms, covenants, conditions and provisions of this Lease, and Lessee shall, subject to the rights of any mortgagee, look solely to the interest of Lessor, its successors and assigns in the Real Estate or the satisfaction of each and every remedy of Lessee in the event of default by Lessor hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

20.14 LENDER REQUIREMENTS. If any mortgagee or committed financier of Lessor should require as a condition precedent to the closing of any loan or the disbursal of any money under any loan, that this Lease be amended or supplemented in any manner (other than in the description of the Leased Premises, the term, the purpose, or the rent or other charges hereunder) Lessor shall give written notice thereof to Lessee, which notice shall be accompanied by a Lease supplement agreement embodying such amendments and supplements. Lessee shall within ten (10) days after the effective date of Lessor's notice either consent to such amendment and supplements (which consent shall not be unreasonably withheld) and execute the tendered Lease supplement agreement or deliver to Lessor a written statement of its reason or reasons for refusing to so consent and execute. Failure of Lessee to respond within said ten (10) day period shall be a default under this Lease without further notice. If Lessor and Lessee are then unable to agree on a Lease supplement agreement satisfactory to each of them and to the lender within thirty (30) days after delivery of Lessee's written statement, Lessor shall have the right to terminate this Lease within sixty (60) days after the end of said thirty (30) day period.

20.15 SIGNS. Lessee shall install no exterior sign without Lessor's prior written approval of detailed plans and specifications therefore.

20.16 STORAGE OF MATERIALS. Lessee agree not to store any materials,

engage in any activity or discharge any matter in the air, sewers or on the property contrary to the laws and ordinances of the Corporate Municipality or Fire Protection District or other governmental bodies having authority or jurisdiction and shall hold Lessor harmless for any cost involved due to Lessee's illegal activity or discharge. Lessee agrees to store all waste, scrap, garbage, etc. in enclosed metal containers. Said waste containers are to be stored within the leased portion of the Building or along the exterior rear wall of the building in an orderly and sightly manner. No outside storage of materials or equipment shall be permitted without the written consent of the Lessor; storage of materials or equipment on loading platforms is not permitted.

20.17 RULES PERTAINING TO VEHICLES. Lessee shall not park any automobiles, vehicles, or equipment, which will interfere with the ingress or egress of other Lessees or the public and agrees not to permit any operating or non-operating motor vehicles to be stored outside the Premises of the leased space overnight. No vehicles shall occupy the loading docks except during the period of loading and unloading same. Parking on the common area parking lot surrounding the Building is allocated to all Lessees thereof on an unreserved basis. Lessor shall have no obligation to enforce parking restrictions on Lessees, their employees or invitees; however, if in Lessor's sole judgment, Lessee use of said parking is excessive and if such excess use continues on a regular basis, and if Lessee fails after written notice from Lessor to reduce its excess use, then such excess use shall constitute a default under this Lease.

20.18 HAZARDOUS MATERIALS. Lessee hereby represents and warrants to Lessor, that its intended use of the Leased Premises shall not include or result in the use, generation, release or discharge of any hazardous or special waste, toxic substance or related materials ("Hazardous Materials") on, under, in or about the Leased Premises. Lessee shall not cause, suffer to exist; or permit the use, generation, release, discharge storage or disposal of any hazardous material on, under, in or about the Premises, including transportation to and from the Premises.

The term "Hazardous Materials" in addition shall include, any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States government, including but not limited to, any material or substance which is: a) petroleum-based substance; b) asbestos; c) polychlorinated biphenyls; d) designated as a "hazardous substance" pursuant to section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371) e) defined as "Hazardous Waste" pursuant to section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901) or g) subject to regulations as hazardous chemical substance pursuant to Section 6 of the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). Lessee represents and warrants, that the Premises and their intended use shall comply with all applicable laws, governmental regulations, and the terms of any enforcement action, commenced by and federal, state, regional, or local governmental agency, including, without limitation all applicable federal, state and local laws pertaining to air and water quality hazardous waste, waste disposal and other environmental matters, including, but not limited to the Clean Water, Clean Air Federal Water Pollution Control, Solid Waste Disposal, Resource

Conservation and Recovery and Liability Acts, and the rules, regulations, guidelines and ordinances of all applicable federal, state and local agencies and bureaus.

Lessee hereby covenants and agrees to indemnify defend and hold Lessor harmless from and against any claim, action suit, punitive damage or expense (including with limitation attorney's fees) resulting from, arising out of, or based upon (i) the presence, release, use, generations discharge, storage, or disposal of any Hazardous Materials on, under, in or about or the transportation of any such materials to or from, the Leased Premises, as it relates to Lessee's use, or (i) the violation or alleged violation of any statute, ordinance, order, rule regulation permit, judgment or license relating to the use, generation release, discharge, storage, disposal or transportation of the Hazardous Materials on, under in or about, or to or from the property as it relates to Lessee's use. This indemnity shall include, without limitation, any damage, liability fine, penalty, punitive damage cost or expense arising from or out of any claim, action suit or proceeding for personal injury (including sickness, disease or death) tangible or intangible property damage, compensation for lost wages, business income profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak spill, release or other adverse effect on the environment. The environmental representations and indemnification shall survive the Lease Terms for an indefinite period of time.

20.19 OPTION TO RENEW. Intentionally Deleted

20.21 CONDOMINIUM DECLARATION. It is agreed and understood that the Building in which the Leased Premises are located is subject to the terms and conditions of a condominium declaration ("Declaration"). Accordingly, Lessee's obligations for payment of Lessee's proportionate share of excess Tax Impositions, excess Insurance Premiums, and excess Operating Costs may be computed and adjusted as a result of monthly assessments paid by Lessor to the unit owner association for said items, to the extent not billed directly to Lessor. In the event Lessee pays for Impositions, Taxes or Operating Costs increases as part of the monthly assessments, Lessee shall receive an appropriate credit for such payments. Lessee agrees to comply with all rules and regulations that may be imposed in connection with the use of the Leased Premises in common with the other owners or occupants of units in the Building, as well as the use of any common areas, as set forth in the Declaration. The failure of the Lessee to comply with such rules and regulations or the declaration after reasonable notice and opportunity to cure, shall also be considered an Event of Default under this Lease.

20.22 Lender's Access. It is agreed and understood that Lessee's Lender shall have access to the space in the event of a Lessee default to remove all of Lessee's equipment and fixtures that are secured under Lessee's lending agreement. Lender shall have 15 days after either the default of Lessee under the Lease or lender's agreement to remove such equipment or fixtures. After the 15 day period, Lender shall agree to pay all past due rent and additional rental obligations as well as continue to pay all rental obligations until the equipment and fixtures are completely removed in order to have access to the space.

Self

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

LESSOR:

LESSEE:

Meadow Lakes Lot 2A, LLC *[Handwritten signature]*

The Aspen Lane Wine Company, LLC

By: *[Handwritten signature]*

By: *[Handwritten signature]*

Its: LO-MONAKY, LLC

Its: Manager

EXHIBIT "A"
LESSOR'S WORK

Lessor shall complete, at Lessor's sole cost & expense, the following work:

1. Current parking lot grade needs to be elevated to meet height of unit floor
2. Reconnect power to the existing overhead door
3. Install man door within the existing overhead door
4. Rear unit man door to adjacent unit needs to be secured off from access
5. Rooftop a/c & unit heater needs to be in working order
6. Install two (2) new metal halide lights
7. Install one (1) ADA washroom in back left warehouse corner
8. Per future discussions with the Municipality, Landlord will either fill in the existing pit or cover the pit with grates or concrete, as determined by the Landlord. The material that covers the pit will have to be able to support the new floor.
9. The long narrow pit will be filled and made level with the existing floor grade. Landlord will install a French style drain placed in the room middle at least 30" in length and connect to the existing sewer system.
10. Install a 1" water line placed on the South wall, 4' above the ground
11. Provide an access source for electric

It is agreed by Lessor & Lessee that this Lease is contingent on the Municipality approval of the permit for the work to be constructed. Either party may terminate the Lease in the event the work can't be completed per the Municipality or the costs associated exceeds Landlord's estimates.

ASPEN LANE WINE COMPANY, INC.

RENT EXHIBIT B *BJE*

	<u>Monthly rental</u>	<u>Annual rental</u>
8/1/15 - 7/31/16	[REDACTED]	[REDACTED]
8/1/16 - 7/31/17	[REDACTED]	[REDACTED]
8/1/17 - 8/31/18	[REDACTED]	[REDACTED]

The rental rates above include a base stop for real estate taxes of [REDACTED], building insurance of [REDACTED] psf, and CAM of [REDACTED]. *SD* *@*



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

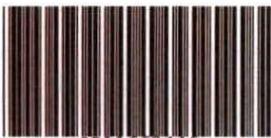
THE ASPEN LANE WINE COMPANY, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 07, 2015, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 23RD day of MARCH A.D. 2016 .



Jesse White

FRANCIS EVANOSKY
234 ASPEN LANE
AURORA, IL 60504



OD11662446

Certificate of Completion



FRANCIS EVANOSKY

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 3/24/2016
from the American Safety Council.

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

Jeff Pairan



Illinois BASSET Training

This card certifies that:

FRANCIS EVANOSKY

has completed the
Off-Premise BASSET Alcohol Certification



Test Taker

4/23/2016

Exp. Date:

FRANCIS EVANOSKY
234 ASPEN LANE
AURORA, IL 60504



OD11662445

Certificate of Completion



FRANCIS EVANOSKY

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 3/24/2016
from the American Safety Council.

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

Jeff Pairan



Illinois BASSET Training

This card certifies that:

FRANCIS EVANOSKY

has completed the
On-Premise BASSET Alcohol Certification



Jeff Poiran

4/23/2016

Exp. Date:

RETAIL LIQUOR LICENSE BOND

Bond No. 0594747

KNOW ALL MEN BY THESE PRESENTS:

That Aspen Lane Wine Company, LLC

located at 234 ASPEN LN, AURORA, IL 60504-5154

as Principal, and The Cincinnati Insurance Company located at 6200 S GILMORE RD, FAIRFIELD OH 45014-5141, as Surety, are held and firmly bound unto City of Aurora,

as Obligee, in the full and just sum of Two Thousand and No/100 Dollars(\$2,000.00) to be paid to said Obligee, its successors and assigns, for the payment thereof well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

The condition of the above obligation are such that
WHEREAS the Principal is an applicant for a Retail Liquor License, including Beer and Wine
WHEREAS, the said Principal will conform in all respects to the ordinances and codes of the Obligee while engaged in the retail of liquor, beer and wine.

WHEREAS the effective date of this bond is March 28, 2016.

NOW, THEREFORE, if the license shall be issued to the Principal who shall conform to the ordinances and codes, including all amendments thereto, of the Obligee, then this obligation shall be void, otherwise, the same shall remain in full force and effect until cancelled by the Surety.

It is hereby agreed and understood:

- (1) Regardless of the number of years this bond shall remain in force and the number of annual premiums paid thereafter, the aggregate liability of the Surety hereunder is limited to the penal sum of this bond and any payment or payments made shall reduce the amount of the bond to the extent of such payment or payments.
- (2) That the Surety reserves the right to cancel this bond by giving thirty (30) days written notice to the Obligee and on the effective date of such thirty (30) day cancellation notice, the Surety is discharged and relieved of any liability, it being understood and agreed, however, that the said Principal and said Surety will be liable for any loss accruing up to the effective date of said thirty (30) day cancellation notice, in no event, however, in excess of the penalty of the bond.

SIGNED SEALED AND DELIVERED this 28th day of March, 2016.

Principal: Aspen Lane Wine Company, LLC

By: [Signature]

Manager
Printed name and title

Surety: The Cincinnati Insurance Company

By: [Signature]
Attorney-in-Fact: Cathie M Demitropoulos

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

0594747

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Cathie M Demitropoulos

of Naperville, IL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States,

Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 28th day of March 2016

Beggy J. Schlemmer

Secretary

