

## COMMERCIAL LEASE

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TERM OF LEASE		LOCATION OF PREMISES
BEGINNING	ENDING	
08/01/2015	07/31/2025	
MONTHLY RENT	DATE OF LEASE	
\$5000.00 + CAM \$2500.00	07/08/2015	2340 S Eola Rd Aurora, Units C D and E IL 60503 Approximately 5000 sq.ft.
PURPOSE		
The tenant shall use the RESTAURANT, PUB , OFFICES and the lawful uses incidental thereto.		

	LESSEE	LESSOR
NAME	BRENT and TRACY STARY d/b/a McBride's Aurora, Inc.	NAME JAS Eola Rd LLC
ADDRESS	2340 S. Eola Rd C D E	ADDRESS:
CITY	Aurora, IL 60503 (630)-	CITY: Yorkville, IL 60560 (630) 640-3800

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

## LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

CAM. Lessee shall pay lessor or Lessor's agent the pro-rate share of CAM charges for the premises, the sum stated on page 1 hereof, without deduction or offset, monthly in advance, until termination of the lease, at Lessor's address stated above or such other address as Lessor may designate in writing. The monthly payment of CAM is intended to compensate the Lessor for real estate taxes, all common area repairs, maintenance, and advertising expenses related to the building, comprehensive general liability insurance, snowplowing, landscape maintenance, water and sewer bills, management fees, and other costs and expenses incurred by Lessor. The CAM payments required by this lease, as increased in accordance with the Rider, are subject to adjustment

upon the actual costs of Lessor. By approximately June 30th of each year, the Lessor shall provide the Lessee with a detailed accounting of all common area expenses actually incurred for the prior calendar year. Lessor shall not have an affirmative obligation to engage a real estate tax attorney to attempt to reduce the real estate taxes with the local assessor's office, but shall do so in Lessor's sole and absolute discretion. All such sums payable under this Lease in addition to rent shall be deemed additional Rent.

2. **CONDITION AND UPKEEP OF PREMISES.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

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

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

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

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

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

8. KEEP PREMISES IN REPAIR. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

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

10. ABANDONMENT AND RELETTING. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

11. HOLDING OVER. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of Three Hundred Dollars (\$1000.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

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

13. DEFAULT BY LESSEE. If default be made in the payment of the above rent, or any part thereof, or in

any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

14. NO RENT DEDUCTION OR SET OFF. Lessee's covenant to pay rents is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

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

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

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

18. FIRE AND CASUALTY. In case the Premises shall be rendered untenable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.

19. SUBORDINATION. This lease is subordinate to all mortgages which may now or hereafter affect the Premises.

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

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

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 4 pages numbered 1 to 4, including a rider consisting of 5 pages, identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates below.

LESSEE: BRENT AND TRACY STARY  
d/b/a McBride's Aurora, Inc.

LESSOR: JAS Eola Rd., LLC

DocuSigned by: <u>Brent Stary</u>	<u>7/8/2015</u>
BRENT STARY	Dated
DocuSigned by: <u>Tracy Stary</u>	<u>7/8/2015</u>
TRACY STARY	Dated

DocuSigned by: <u>Joseph Stary</u>	<u>7/8/2015</u>
JOSEPH A STARY	Dated
DocuSigned by: <u>Judy Stary</u>	<u>7/8/2015</u>
JUDY STARY	Dated

RIDER ATTACHED TO & MADE PART OF  
COMMERCIAL BUILDING LEASE DATED JULY 8, 2015  
FOR THE PREMISES KNOWN AS 2340 S. EOLA RD., UNITS C D E AURORA, IL 60503  
BETWEEN LESSEE: BRENT AND TRACY STARY AND LESSOR: JAS EOLA RD., LLC  
d/b/a McBride's Aurora, Inc.

22. Lessee has deposited herewith in addition to the first month's rent, a security deposit in the amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) to be held by Lessor to guarantee faithful performance of this lease. Said security deposit shall be returned at the end of the lease term provided the Lessee shall not default hereunder and the premises are surrendered in substantially the same condition as delivered; see Paragraph #32 for further stipulations.

Security deposits are not held in an escrow account. No interest will be paid on security deposits.

23. Lessee agrees to pay said rental in advance to Lessor on or before the first day of each and every month.

24. The Lessee agrees to be responsible for any damage to the property of the Lessor which may result from any use of the Premises or any act done thereon by the Lessee or any person coming on the premises and will also save the Lessor harmless from any liability to any other person for damage to person or property resulting from any such causes. Lessee agrees to insure the risk hereon assumed by obtaining and paying for a policy of public liability in the amount of \$ 3,000,000.00 for injuries suffered by any one person and \$3,000,000.00 for injuries suffered by any one occurrence. Lessee shall also obtain and pay for a policy of property damage insurance, insuring such risk in the amount of \$3,000,000.00. Lessee shall deliver certificates of all insurance to Lessor within 30 days of the beginning of the Lease. Lessee shall also name Lessor as an additional party insured. It is understood and agreed that Lessee may maintain such insurance under blanket insurance coverage.

Fire & Extended Coverage Insurance (contents broad form) on Lessee's personal property located in Leased Premises shall be in amounts deemed reasonably adequate by Lessee to fully insure such personal property.

All such policies shall provide that the same shall not be canceled except on no less than thirty (30) days prior written notice to Lessor by the insurance company, and Lessee shall maintain coverage during the entire term of Lease. In the event that the Lessee shall fail to procure and maintain in force at any time

during the term of this Lease any of the insurance which Lessee is obligated to procure and maintain, Lessor may at his option, procure the same and collect the cost thereof from the Lessee at the next ensuing rent paying date or thereafter, and the same shall become a part of the rent due and payable on the first of the month following the billing.

25. Lessee agrees not to carry on any activity or store flammable materials, or chemical materials, in a manner that would cause injury, or in a manner which would increase the fire insurance premium on the building or contents of other tenants, (if any), occupying the space in said building. If the very nature of the Lessee's business were to cause such an increase in premium, the Lessee agrees to pay the increase upon presentation of the increased billing by the Lessor.

26. Lessee hereby represents and warrants to Lessor that its intended use of the property 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 Premises, or the transportation of any Hazardous Materials to or from the Premises. Lessee shall not cause, suffer to exist, or permit the use, generation, release, discharge, storage or disposal of any Hazardous Materials, 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 or 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 a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6091 et seq. (42 U.S.C. Section 6901); or g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances 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 any 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 and 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, without limitation, attorney's fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Materials, on, under, in or about, or to and from the property as it relates to Lessee's use, or (ii) 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 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. These environmental representations and indemnification shall survive lease term for an indefinite period of time.

27. Notwithstanding any of the provisions to the contrary contained herein, the Lessee during the term of this lease shall have the right to sublet the subject premises in whole or part subject to the consent of the Lessor; however the consent of the Lessor shall not be unreasonably withheld.

In the event that the Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord a fee of \$500.00 plus credit checks and legal fees, incurred in connection with the processing of documents necessary to giving of such consent.

28. Lessee agrees to store waste, scrap, garbage, etc., in enclosed metal containers and agrees not to permit any non-operating motor vehicles to be stored on the premises. Waste containers are to be stored within the leased portion of the building.

29. Additional provisions for multiple occupancy buildings:

- a. Lessee shall not park any automobiles, vehicles, or equipment, which will interfere with the ingress or egress of other tenants.
- b. Where common loading facilities are shared with other tenants no materials or equipment may be stored on common aisles or loading platforms; and no vehicles shall occupy loading docks except during period of continuous loading and unloading activity.
- c. Lessee may make no structural changes to the building, including the removal of windows or doors, or the cutting of openings in roof or interior or exterior walls without the express written consent of the Lessor.
- d. Paragraph 2 (CONDITION AND UPKEEP OF PREMISES), is specifically limited to that portion of the premises leased hereunder.
- e. Rental units not equipped with individual water meters shall share the cost of charges for sewer and water prorated on a per square foot of occupancy in relation to the total area of the building. Sums due for water and sewer charges shall be paid within ten (10) days after receipt of prorated charges. Water used for business purposes shall be metered at Lessee's expense and billed separately.
- f. Lessor will be responsible for any and all snow removal and lawn maintenance during the Term of this Lease or any renewal periods, except Lessee shall be required to remove the snow and ice from the sidewalk abutting the Premises.
- g. No outside storage of materials and equipment of any kind shall be permitted without the written consent of the Lessor.
- h. No motor vehicles will be left over night on the property.

30. All rental payments are due and payable in advance, on the first day of each and every month for the term of this Lease or extensions thereof. Payments received later than the 5th of the month shall be assessed a late charge of 5.0% of the monthly rental but never less than \$100.00 as additional rental and will be due and payable with the following months rent payment. In the event any payments made by check for payment of rent or other charges due Lessor from Lessee are returned to Lessor's for non-sufficient funds (NSF), Lessee will be charged \$50.00 per occurrence. If rental payments are returned NSF two (2) times during the term of this lease, and Lessor has notified Lessee of same, Lessee will be required to make all remaining rental payments by certified checks.

31. *Intentionally Omitted.*

32. For full security deposit reimbursement the following conditions must be met:

- a. All walls must be clean and free of holes
- b. Overhead door must be free of any broken panels or cracked lumber.
- c. Heater, air-conditioning, units must be in working order. Filters must be changed – all thermostats must be in working order. A paid bill will be used to document work has been done.
- d. Floor must be clean and free of excessive wear or broken tiles.

- e. Drop grid ceilings must be free of excessive dust from lack of changing filters. No ceiling tiles should be missing or damaged.
- f. All trash must be removed from both inside and outside the building.
- g. All lights must be working.
- h. All signs in front of the building and on glass entry door and rear door must be removed.
- i. Hot water heater must work.
- j. All toilets and sinks must be clean and in working order.
- k. Kitchen floor must be clean and free of grease, stains and sawdust.
- l. Windows must be clean.
- m. All keys must be returned.

33. Anything to the contrary notwithstanding, Lessee shall be responsible for maintenance and repair of all HVAC, inside plumbing, all lighting, overhead door, toilets and sinks, doors and locks. Lessor shall be responsible for replacement of above items if they become faulty or defective under the sole condition that Lessee has remained faithful to the above-mentioned day-to-day maintenance and repair of said items.

34. Lessee has satisfied itself as to the suitability of applicable building and zoning ordinances for its intended use of the premises, and for any improvements added or altered in the premises.

35. Monthly Rent Schedule with 3% Annual increase starting in year 3 plus CAM

YEAR 1 08/01/15 – 07/31/16 =	\$5,000.00 RENT + \$2500.00 CAM per month = \$7500.00
08/01/16 – 07/31/17 =	\$5,000.00 per month + CAM
08/01/16 – 07/31/17 =	\$5,150.00 per month + CAM
08/01/17 – 07/31/18 =	\$5,304.50 per month + CAM
08/01/18 – 07/31/19 =	\$5,463.64 per month + CAM
08/01/19 – 07/31/20 =	\$5,627.54 per month + CAM
08/01/21 – 07/31/22 =	\$5,796.37 per month + CAM
08/01/22 – 07/31/23 =	\$5,970.26 per month + CAM
08/01/23 – 07/31/24 =	\$6,149.36 per month + CAM
08/01/24 – 07/31/25 =	\$6,333.85 per month + CAM

36. Lessee will be allowed to have his company name displayed on the unit identity sign in front of its respective unit, as well as his company name painted on the front glass office door for identity purposes. Lessor shall reserve the right to approve said signs, etc., which shall not be unreasonably withheld, provided it is in compliance with applicable local building sign ordinances. The cost to have the company's name painted on the directory shall be Lessee's responsibility. All costs incurred to have Lessee's company name or logo's painted on the glass door or rear door(s) of their respective unit shall be Lessee's sole responsibility. Upon such time Lessee vacates the premises, he will be responsible to remove all logo's, and related company signage from any area on the premises at his expense.

37. *Intentionally Omitted.*



38. Option to Renew: Provided Lessee is not in default of any of the terms and conditions of lease, herein, Lessee shall have the option(s) to renew the lease for Two (2) – Five (5) year terms. During such renewal period(s) all the terms and conditions of this lease shall remain in effect.

These option(s) may be exercised by the Lessee at any time prior to the date which shall be three months from the expiration of the original term of the lease. The option(s) shall be exercised by delivering, or mailing, postage prepaid, certified mail, notice to Lessor stating that the lessee is exercising his option to renew. Such exercise of the option shall automatically extend the term of the lease upon the terms and conditions herein set forth and no further writing need be executed by the Lessee or the Lessor. Once exercised, the Lessee shall not have the right to revoke his election to exercise the option. In the event that the option is not exercised as provided for herein within the time provided for, then the option shall expire, and the Lessee shall not have the right to renew the lease.

39. Work to be Done by Landlord – None. first 2 months rent abatement.

40. Work to be Done by Tenant – All work and any build-out.

41. Notwithstanding anything to the contrary contained in the Lease or Rider thereto, Lessor, at Lessor's cost, shall repair and maintain in good order and condition, the structural portions of the Demised Premises, including the exterior walls, foundations, and structural portions of the canopy and structural members of the roof. Any repairs required to be made to those things or items required to be kept in repair by Lessor where such repairs are necessitated by a default or negligence of Lessee shall be at Lessee's expense. Tenant shall use its best efforts to notify Landlord of the need for any such repairs by telephone or in writing.

42. In the event of any inconsistency between the terms of the Lease and the terms of this Rider, then the terms of this Rider shall control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the dates below.

LESSEE: BRENT TRACY STARY LESSOR: JAS EOLA RD., LLC  
d/b/a McBride's Aurora, Inc.

DocuSigned by:  
Brent Stary 7/8/2015  
BRENT STARY Dated

DocuSigned by:  
Joseph Stary 7/8/2015  
JOSEPH STARY Dated

DocuSigned by:  
Tracy Stary 7/8/2015  
TRACY STARY Dated

DocuSigned by:  
Judy Stary 7/8/2015  
JUDY STARY Dated