

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 5/6/16 License Year: 16/17New License: Change in Ownership/Corporation: Change in License Class: **APPLICANT INFORMATION**

A. Corporation name: <u>GROCERY GUYS LLC</u>			Class Applying For: <u>C</u>	
B. Business name: <u>SAVE A LOT</u>				
C. Type of Business: Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/>				
C. Previous business name (if dba changed):				
D. Business address (city, state, zip code): <u>212 N. LAKE STREET, AURORA, IL 60506</u>				
E. Business telephone: <u>630 844 9410</u>		F. Business website:		G. Business Email:
				H. IL Tax ID Number <u>4121-7391</u>
I. Owner or Manager contact name for license: <u>JOE ROSSI</u>				
J. Business telephone: <u>312 501 4337</u>			K. Email address: <u>ballonsbyjr@aol.com</u>	

BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address): <u>212 N. LAKE STREET</u>		B. Zip code <u>60506</u>	C. # Parking Spaces	
D. Total Building s.f. <u>13,800</u>	E. Entertainment Area	F. Kitchen (Square Footage)	G. Total Number of Seats	H. Seating Area s.f.
I. Number of bar seats	J. Retail/public Area s.f.	K. Cooler s.f.	L. Dry Storage s.f.	M. Sale Counter s.f.

OFFICIAL USE ONLY Approved Denied

Date Approved/Denied:

Date Issued:

Mayor, Liquor Control Commissioner

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 checked="" 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 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>

Corporation / Premises Questions

1.	<p>Is the corporation a subsidiary of a parent corporation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If, Yes state the parent corporation's name.</p>
2.	<p>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</p> <p>If Yes, explain. _____</p>
3.	<p>How long has the corporation been in the business of the retail sale of alcohol (years/months)?</p> <p style="text-align: center;"><i>1 YEAR & 5 MONTHS</i></p>
4.	<p>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</p> <p>If Yes, state the name and address of the manager or management company. A management company affidavit must accompany this application.</p>
5.	<p>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?</p>
6.	<p>State the estimated value of goods, wares and merchandise to be used in the course of business.</p>
7.	<p>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</p> <p>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.</p>
8.	<p>Does the corporation own the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, please list the start and end date of the current lease. Start: _____ to End: _____</p> <p>Name and full address of property owner: Name: _____</p> <p>Address: _____</p> <p>Contact Information: _____</p>
9.	<p>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</p>

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?</p> <p><input type="checkbox"/> Yes <input 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 checked="" type="checkbox"/> Outdoor <input checked="" type="checkbox"/> Both</p> <p>If yes, please provide a brief description of the location(s):</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 type="checkbox"/> No <input type="checkbox"/></p>

Corporate Information

Name of Corporation/Partnership: <u>GROCERY GUYS LLC</u>		
Corporate Address: <u>212 N. LAKE ST, AURORA, IL 60506</u>		
Corporate Ph #: <u>630 944 9410</u> 312	Corporate Email:	FEIN: <u>04338464</u>
Corporate Registered Agent/Contact: <u>JOSEPH M. WUB</u>	Contact Ph #:	Contact Email:
Date Corporation/Partnership was Organized: <u>MARCH 28 2013</u>		
State Articles of Incorporation/Organization filed: <u>MARCH 28 2013</u>		
Date Articles of Incorporation/Organization filed with Secretary of State: <u>3-28-13</u>		
Date Certification of Incorporation/Organization was issued by Secretary of State: <u>3.28.13</u>		
Has the corporation ever been dissolved either voluntary or involuntary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Date of Reinstatement
(If Yes, provide date of reinstatement)		
Are there any amendments to Articles of Incorporation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Date Amendment Filed
(if yes, provide date filed)		
What are the total shares of stock created by this Corporation?		
List stockholders/partners with 5% or more in holdings (corporations with a long list, attach copy of list):		
Name, Title	Percentage of Stock	
<u>JOSEPH A ROSSI</u>	<u>50</u>	
<u>JOSEPH A ROSSI JR.</u>	<u>50</u>	
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?		

BIS

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

GROCELY GUYS LLC

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 as it appears in the official business formation documentation.

SAVE A LOT

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 # 04328464

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 # 46 2401 995

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 # 383716

Business Activity and Location

Business Activity

GROCERY

List your business activities, including all products and/or services to be offered.

Business Activity

List your business activities, including all products and/or services to be offered.

Square footage used by the business:

13,800

SQ. FT.

Number of employees at this site:

Primary Contact Person

First Name	Middle Name	Last Name
JOSEPH ROSSI	A	ROSSI
Contact Phone #	Fax #	E-Mail Address
312-501-4337	312-626-2116	balloonsbyjr@aol.com

Not
New
Business

FDF

City of Aurora 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#

Legal Name of Applicant Entity "Doing Business as Name" of establishment

First Name of Primary Business Contact Middle Name Last Name

Home Street Address of Primary Business Contact Suite/Apt. City State Zip

Home Phone Work Phone Cell Phone E-mail Address
() () ()

PART 2 EXPENSES **ITEMIZE ALL EXPENSES FOR THE FUNDING OF THE BUSINESS OR OWNERSHIP CHANGE AT THIS LOCATION.**

Description of Expenses (start-up, expansion, and/or business purchase costs only; construction, renovation, stock purchase, inventory.)	Amount of Expense

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
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **a** → \$ 0.00

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

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

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
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **b** → \$ 0.00

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

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

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	
					\$	
					\$	
					\$	
					\$	
					\$	
Total dollar amount loaned by financial institutions:					c →	\$ 0.00
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		
				\$		
				\$		
				\$		
				\$		
				\$		
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
						\$
						\$
						\$
						\$
						\$
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
				\$
				\$
				\$
				\$
Total money drawn from other financing:				\$ 0.00

= FINANCING TOTALS		Sub-total all funds (sections a-h) used to fund Part 2			
Business Accounts		\$ 0.00	Gifts from Individuals		\$ 0.00
Personal Accounts		\$ 0.00	Gifts/Grants from Institutions		\$ 0.00
Loans from Financial Institutions		\$ 0.00	Other Financing		\$ 0.00
Loans from Individuals		\$ 0.00	TOTAL BUSINESS FINANCING (a-h)*		\$ 0.00
Securities		\$ 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

Subscribed to and sworn to before me this _____ day of _____, 20____.

Notary Public in and for said County and State (PLACE SEAL HERE)

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

GROCERY GUYS LLC

d/b/a Name

SAVE-A-LOT

Location Address

212 N. LAKE ST. AURORA IL 60506

Planned Days / Hours of Operation

	FROM			TO	
<input type="checkbox"/> SUNDAY	FROM	8	A.M. / P.M.	TO	10 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.

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.

	FROM			TO	
<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.

Joseph Roser M.M.
President / Owner

5-6-16
Date

Secretary / Owner

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.

Joseph Roser M.M.
President / Owner

5-6-16
Date

Secretary / Owner

Date

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

Individual/Partnership Signatures

President

Jessie Rose M.M.

Signature

Secretary

Signature

Treasurer

Signature

Signed and sworn to before me this 6TH day of

May, 2016.

Notary Public

Kari L. Ulrich





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

GROCERY GUYS LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MARCH 28, 2013, 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 6TH day of APRIL A.D. 2016 .

Jesse White

SECRETARY OF STATE

Liquor License



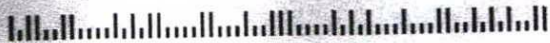
October 27, 2015



Letter ID: L0523797136

GROCERY GUYS, LLC.
SAVE-A-LOT
212 N LAKE ST
AURORA IL 60506-4057

License No.: 1A-1124392
Expiration Date: 10/31/16
License Type: RETAILER
Account ID: 04338464



The State of Illinois Liquor License must be **FRAMED** and displayed on the licensed premises in plain view of the general public.

Letter ID:L0523797136



STATE OF ILLINOIS LIQUOR CONTROL COMMISSION Governor Bruce Rauner

1A-1124392

License Number

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:

GROCERY GUYS, LLC.
SAVE-A-LOT
212 N LAKE ST
AURORA IL 60506-4057

Kane

HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:

**RETAILER
OFF-PREMISES**

ISSUE DATE:

10/27/15

Effective:

11/01/15

THIS LICENSE EXPIRES ON:

10/31/16

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.

Sales Tax Acct # **04338464**

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL

Certificate of Completion

JOSEPH ROSSI

Has successfully completed
Come of Age CBT Training

on
Apr 15 2016 1:41PM

Authorized Signature



Signature

Certificate of Completion

This certifies that

JOSEPH ROSSI JR.

Has successfully completed

Come of Age CBT Training

on

Apr 15 2016 1:09PM

Authorized Signature



Signature

ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD

Trainer: 5A-88394 3/16/2015 Date Issued: 3/27/2015
Card Holder: Joseph Rosset, Jr.
212 n lake st
aurora, IL 60506

This card is not transferrable
\$15 Replacement Fee if Lost



City of Aurora
44 E. Downer Place
Aurora IL 60507

LIQUOR - G PACKAGE BEER & WINE
MUNICIPAL LICENSE
Keep Posted in Public View

License#: 17-00030586
Location: 212 N LAKE ST

Under the Municipal Code of the City of Aurora, this certificate when properly validated affirms that the appropriate License Fee, or other indicated fee, has been paid.
This license shall be revocable should applicable codes and ordinances not be observed or maintained by the Owners or Business.

Owner 630-844-9410
GROCERY GUYS, LLC
212 N. LAKE STREET
AURORA IL 60506

Applicant 630-844-9410
GROCERY GUYS, LLC
212 N. LAKE STREET
AURORA IL 60506

Licensed Business Name
SAVE-A-LOT
212 N LAKE ST
AURORA IL 60506

Ph: 630-844-9410
Alt Ph:

Account No. 0027156

Amount Paid \$ 1,650.00

Issued April 19, 2016

Valid April 30, 2017

Wendy McComb

Validation

NON-TRANSFERABLE

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 04338464

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: REH

FILED
MAR 28 2013
Jesse White
Secretary of State

1. Limited Liability Company Name: GROCERY GUYS LLC

2. Address of Principal Place of Business where records of the company will be kept:
210 N. LAKE ST.
AURORA, IL 60506

3. Articles of Organization effective on the filing date.

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

JOSEPH M. LAUB
222 N. LASALLE ST., STE. 800
CHICAGO, IL 60601

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

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

ROSSI, JOSEPH
210 N. LAKE ST.
AURORA, IL 60506

8. **Name and Address of Organizer**

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

Dated: MARCH 28, 2013

SUSAN MOSTELLER
222 N. LASALLE ST., STE. 800
CHICAGO, IL 60601

**Commercial Lease
Agreement**

THIS LEASE (this "Lease") dated this 9th day of July,2014

BETWEEN:

210 n lake st llc
Telephone:312-501-4337 Fax:

Grocery Guys llc
312-501-4337

-AND-

Party OF THE FIRST PART

Court, Naperville IL 60540

Telephone:

Fax: (the "Tenant")

Party OF THE SECOND
PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the parties and each reference in this Lease to

any of the basic terms will be construed to include the provisions set forth below as well as all of

the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

- a. Landlord: 210 n lake llc
- b. Landlord Address: 212 n lake st Aurora, IL 60506
- c. Tenant: Grocery Guys llc Tenants Address: 212
n lake st , Aurora Il, 60506
- e. Operating Name: Save-a-lot
- f. Leasable Area of Premises: 13,500. sq ft
- g. Term of Lease: Ten years/to commence at 12:00pm oct.1, 2014

- h. Commencement Date of Lease: On or about oct.1, 2014
- i. Base Rent \$6200.00 Base Rent; Total Monthly Rent: \$9200.00
- j. Permitted use of Premises: Grocery Store
- k. Advance rent:\$9200.00
- l. Security/Damage Deposit: \$5000.00

Definitions

- 2. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent; whether or not specifically designated as Additional Rent elsewhere in this Lease.
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 212 n lake st Aurora il 60506, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - 1. those portions of the Building areas, buildings, improvements, facilities, utilities,

equipment and installations in or surrounding areas of the Building; from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits.

parking areas, driveways, loading docks and area, storage, mechanical and electrical

rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building.

- 2. Land, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities.
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements.
- e. "Premises" means the commercial premises located at 212 n lake st Aurora 60506 comprises a Leasable Area of 13,500 square feet.

Leased Premises

3. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of Student, and adult gymnastics Program. The Premises are more particularly described as follows:
4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.
6. The Premises are provided to the Tenant without any fixtures or leasehold improvements.
7. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
8. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and t

the Premises and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
9. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made expeditiously as is reasonably possible.
10. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

11. The term of the Lease is for 10 years to commence at 12:00 noon on or about oct 1st 2014

12. Notwithstanding that the term of this Lease commences on or about Sept 1 2014, the Tenant is entitled to possession of the Premises at 12:00 noon on Sept 1 2014

Rent

13. Subject to the provisions of this Lease, the Tenant will pay a base rent (the "Base Rent") of \$6200.00 per month for the Premises, which includes a monthly charge for the Parking (collectively the "Base Rent").
14. The Tenant will pay the Base Rent on or before the first of each and every month of the term of this Lease to the Landlord at 210 n lake st llc 212 n lake st Aurora il 60506, or at such other place as the Landlord may later designate.
- The Base Rent for the Premises will increase over the Term of the Lease as follows:
First Year 3%, Second Year- 3%, Third Year- 5%, Fourth Year- 5%, Fifth thru Tenth Year- 6%.

16. The Tenant will be charged an additional amount of 5% of the Rent for any late payment of Rent.

- In the event that this Lease commences, expires or is terminated before the end of the period for which any item of Additional Rent or Base Rent would otherwise be payable or other than at the commencement or end of a calendar month, such amounts payable by the Tenant will be apportioned and adjusted pro rata on the basis of a thirty (30) day month in order to calculate the amount payable for such irregular period.

Operating Costs

18. In addition to the Base Rent, the Tenant will pay as Additional Rent, without set off, abatement or deduction, \$2.23 per square feet for the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building including the Common Areas and Facilities from time to time and carrying out all obligations of the Landlord under this with respect to the Building ("Operating Costs").

Build out payments:

19. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

20. The Tenant will deliver promptly to the Landlord a copy of any separate tax bills or separate assessment notices for the Premises and receipts evidencing the payment of all amounts payable by the Tenant directly to any taxing authority and will furnish such information in connection therewith as the Landlord may from time to time require.
21. The Tenant will pay to the Landlord, forthwith upon demand, the following amounts:
- a. If the Tenant or any person occupying the Premises or any part of the Premises will make an election in respect to the Premises, any additional amount payable in respect of the Premises or the Building as a result of such election, as reasonably determined by the Landlord.
 - b. An amount equal to any increase in the Operating Costs if such increase is directly or indirectly attributable to any installation in or upon the Premises or any activity or conduct on the Premises.
 - c. In such manner as the Landlord will from time to time direct, the cost of supplying all water, fuel, electricity, telephone and any other utilities used or consumed upon or serving the Premises. If the Tenant is billed for the consumption or use of such utilities directly by the appropriate utility authority, the Tenant will pay any such billings promptly when due and payable. If separate check meters are not installed in respect of utilities consumption in, upon or serving the Premises or if the Tenant is not billed for the consumption of such utilities directly by the competent authority, the Landlord will allocate to the Tenant, on a reasonable basis, a share of the total costs of all utilities consumed within the Building.
22. All amounts payable by the Tenant relating to the Operating Costs will be deemed to be rent and receivable and collectable as such notwithstanding the expiration or sooner termination of this Lease and all remedies of the Landlord for nonpayment of rent will be applicable thereto.

Landlord's Estimate

23. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installments throughout the application period with the monthly installments of Base Rent. With respect to any item of Additional rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the

conclusion of each year of the term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any Additional Rent, the

Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and

the calculation of the Tenant's share of that Additional Rent for such year or portion of such year.

If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installments paid by the Tenant in respect of such item, the Tenant

will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

23. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Save-A-Lot and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
24. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Security Deposit

25. On execution of this Lease, The Tenant will pay the Landlord a security deposit equal to the amount of \$5,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
26. The Tenant may not use the Security Deposit as payment for the Rent.
27. Within one month after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to:
210 n Lake st llc 212 nlake st Aurora il 60506, or at such other place as the Tenant may advise.

Quiet Enjoyment

28. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

29. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 5 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 5 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

30. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 5 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 5 days to rectify, unless the Tenant will commence rectification within the said 5 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 5 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

31. If and whenever:

- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any

purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business; or

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

32. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

33. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been detained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Over holding

34. If the Tenant continues to occupy the Premises with the written consent of the Landlord after the

expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

35. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day

and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Additional Rights on Re-entry

36. If the Landlord re-enters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
 - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such re-letting including any alterations and improvements to the Premises; and
 - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
 - g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
 - h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - n. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, re-letting, collecting sums due or payable by the Tenant, realizing upon assets seized: including without limitation, brokerage, fees and

expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for re-letting; and

111. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 11. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections

37. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
38. At all reasonable times during the Term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers.
39. For so long as the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Swim lessons, Local swim Meets.

Renewal of Lease

40. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Landlord and the Tenant can not agree as to the amount of the Rent, the amount of the Rent will be determined by mediation.

Landlord Improvements

41. The Landlord will make those improvements to the Premises that are set out in the list attached to this Lease.

Tenant Improvements

42. The Tenant will obtain written permission from the Landlord before doing any of the

following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing any permanent fixtures.;
 - e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.
43. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Tenant's Insurance

44. The Tenant will, during the whole of the term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Illinois:
- a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a "cross liability" and "severability of interest" clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
 - b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the

- decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
- Pool filtering systems and machinery insurance on such boilers, Filters and pressure vessels
May be installed by tenant or under the exclusive control of, the Tenant in the Premises.
- d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
45. The Tenant's policies of insurance hereinbefore refined to will contain the following:
- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
 - b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
 - c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
 - d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation will be effective.
46. The Tenant will further during the whole of the term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
47. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.

Landlord's Insurance

48. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the term:
- a. extended fire and extended coverage insurance on the Building, except foundations, on a

replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situated, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;

- c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.

49. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

Abandonment

50. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, re-let the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the re-letting. If the Landlord

right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Sale by Landlord

51. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or Encumbrance of the Building as security.

Tenant's Indemnity

52. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss

and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building.

53. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
54. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
55. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

56. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Attorney Fees

57. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

58. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- Severability**
59. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Illinois (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
60. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

61. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

62. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. A consent by Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease

Damage to Premises

63. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenantable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Eminent Domain and Expropriation

64. If during the term of this Lease, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the term of this Lease, but the parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

65. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the Condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

66. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical

apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.

67. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.
68. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part thereof, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
69. The Tenant will not make or have others make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
70. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
71. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
72. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize

the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.

73. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
74. The Tenant will professionally steam clean any carpets on a yearly basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

Landlord's Repairs

75. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, costly such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Care and Use of Premises

76. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
77. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
78. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
79. The Tenant will not engage in any illegal trade or activity on or about the Premises.
80. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
81. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

82. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or

installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the

Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other righter remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the term of this Lease.

Hazardous Materials

83. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

84. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

85. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
 - a. the address for service of the Tenant is the Premises during this tenancy, and Grocery Guys llc 212 n lake st Aurora il 60506 after this tenancy is terminated. The phone number of the Tenant is 312-501-4337 and
 - b. the address for service of the Landlord is 212 n lake st Aurora il 60506. , both during this tenancy and after it is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

Right to Show Premises

86. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrances, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

No Waiver

87. No provision of this Lease will be deemed to have been waived by the Landlord unless a written

waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, No acceptance of rent subsequent to any default and no condoning, Excusing or

overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

88. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Remedies Cumulative

89. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

90. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify

the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

Guarantee by Shareholders of Tenant

91. The Tenant will provide the Landlord with the list of its current shareholders and notify the Landlord of any new share holders. The Tenant will cause the current shareholders to enter into a personal guarantee of the Tenant's obligations and covenants in this Lease in the form attached to this Lease as Schedule "B".

General Provisions

92. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
93. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
94. Where there is more than one Tenant executing tills Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
95. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.

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96. All schedules to this Lease are incorporated into and form an integral part of this Lease.

97. This Lease may be executed in counterparts. Facsimile signatures are binding and are

Considered to be binding.

IN WITNESS WHEREOF 210 n lake st llc. and Grocery Guys llc have
duly affixed their signatures by duly authorized officers under seal on this
day of

Witness:

Grocery Guys llc

John Paton Date 7/6/14

Witness:

210 n lake st llc

John Paton Date 7/6/14

Witness: