

CITY OF AURORA
44 E. DOWNER PL.
AURORA, IL 60507

CASH RECEIPT

Received From

Address 3400 S. 20th Rd

Date April 7, 2016 021286

For Food + Beverage Deposits

Dollars \$ 2000.00

ACCOUNT		HOW PAID			AMT. OF ACCOUNT
AMT. PAID	CASH	CHECK	MONEY ORDER OR CREDIT CARD		

CK# 103

By C. Knl

RETAIL LEASE

THIS AGREEMENT OF RETAIL LEASE (the "**Lease**") made as of this 1st day of March, 2013 (sometimes referred to as the "**Effective Date**") between **WONJAY GROUP, LLC**, an Illinois Limited Liability Company (**Sarah H. Whang**, Authorized Agent) (hereinafter referred to as "**Landlord**") and Runfeng Mei (SS# 318-96-2798, hereinafter referred to as "**Tenant**").

RECITALS:

A. Landlord is the owner of certain commercial real estate situated at or near the [**Lot 5 in Eola Crossing Subdivision**], in the City of Aurora, Will County, Illinois and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "**Land**") which Land is improved with a retail shopping center known as "**Sun Plaza**".

B. Tenant desires to lease from Landlord and Landlord is willing to lease to Tenant certain commercial store premises, designated or identified as **Unit A and B** (the "**Premises**") located in the "**Building**" constructed in such Center commonly known as **2400 S. Eola Road, Aurora, Illinois**. Such Premises shall have the approximate location and configuration depicted on the diagram attached hereto and made a part hereof as **Exhibit "B"** and shall contain and encompass approximately **Two Thousand Five Hundred Sixty (2,560) square feet of Rentable Area**.

NOW, THEREFORE, for good and valuable consideration, the mutual sufficiency of which is hereby acknowledged, Landlord covenants and agrees to lease the Premises to Tenant and Tenant accepts such Premises upon the following terms:

1. **Term**. The term of this Lease (hereinafter referred to as the "**Term**") shall be for Eighty Four (84) full calendar months and shall commence on the "**Commencement Date**" being the date Landlord delivers possession of the Premises to Tenant so that Tenant can proceed with its own Tenant Improvements as further contemplated and provided at Section 4 hereof. The Term of this Lease shall end on the last day of the Eighty Fourth (84th) full calendar month after such Commencement Date (the "**Termination Date**"), unless sooner terminate as provided herein. Such Term shall be subject to extension if and to the extent this Lease expressly sets forth one or more specific "**Extension Option(s)**" in favor of Tenant, provided Tenant timely and fully complies with all terms, conditions, requirements and provisions of any such Extension Option(s).

1A. Extension Option(s): Provided this Lease has been and continues to be free from the occurrence of any default or breach by Tenant or any Lease Guarantor, Landlord agrees with Tenant that Tenant shall have one (1) "**Extension Option(s)**" (also sometimes referred to as a "**Renewal Option**") to elect to further extend the Term of this Lease for Sixty (60) additional months (after the initial Term) (the "**First Renewal Term**" or "**Renewal Term**"). To exercise such Renewal Option, Tenant must give Landlord written notice thereof in each instance not earlier than six (6) months nor later than three (3) months prior to the end of the then effective Term of this Lease, which Renewal Option notice must be actually received by Landlord. Absent such timely notice and election by Tenant to exercise such Renewal Option or if Tenant or Lease Guarantor have been or are in default under this Lease, such Renewal Option(s) shall, at Landlord's sole election, be deemed void and no longer effective. Upon any such timely and proper renewal of the Term of this Lease, the Term (or extended Term, as the case may be) of this Lease shall be renewed, extended and continued for an additional Thirty (30) months upon all of the terms and conditions set forth in this Lease (including the Lease Guarantor(s) continuing guaranty) except Base Rent shall be subject to continuing annual escalations, as further provided at Section 2 of this Lease.

2. **Base Rent** Tenant, beginning as of the Commencement Date, shall pay to Landlord or "Landlord's Agent," **WONJAY GROUP, LLC**, c/o Ms. Sarah Whang, 2407 Comstock Court, Naperville, Illinois, 60564, or to such other agent and/or at such other place as Landlord may from time to time designate in writing, in coin or currency which, at the time of payment, is legal tender for private or public debts in the United States of America, the following sums (hereinafter referred to as the "**Base Rent**"):

- A. the sum of **\$48,000.00** for the first (1st) twelve (12) months of the Term herein (such sum equaling approximately **\$18.75** per square foot of Rentable Area of the Premises per annum) in equal monthly installments of **\$4,000.00/month**;
- B. the sum of **\$48,000.00** for the following (2nd) twelve (12) months of the Term herein (such sum equaling approximately **\$18.75** per square foot of Rentable Area of the Premises per annum) in equal monthly installments of **\$4,000.00/month**;
- C. the sum of **\$45,600.00** for the third (3rd) twelve (12) months of the Term herein (such sum equaling approximately **\$17.8125** per square foot of Rentable Area of the Premises per annum) in equal monthly installments of **\$3,800.00/month**;
- D. the sum of **\$45,600.00** for the fourth (4th) twelve (12) months of the Term herein (such sum equaling approximately **\$17.8125** per square foot of Rentable Area of the Premises per annum) in equal monthly installments of **\$3,800.00/month**;
- E. the sum of **\$45,600.00** for the fifth (5th) twelve (12) months of the Term herein (such sum equaling approximately **\$17.8125** per square foot of Rentable Area of the Premises per annum) in equal monthly installments of **\$3,800.00/month**.
- F. the sum of **\$45,600.00** for the sixth (6th) twelve (12) months of the Term herein (such sum equaling approximately **\$17.8125** per square foot of Rentable Area of the Premises per annum) in equal monthly installments of **\$3,800.00/month**.
- G. the sum of **\$45,600.00** for the seventh (7th) twelve (12) months of the Term herein (such sum equaling approximately **\$17.8125** per square foot of Rentable Area of the Premises per annum) in equal monthly installments of **\$3,800.00/month**.
- H. Base Rent during the Renewal Options Term: Tenant hereby acknowledges and agrees with Landlord that the Base Rent for the eight (8th) Lease year shall be set at the fair market value. Tenant further acknowledges and agrees with the landlord that during that part of the Term (including any Renewal Option Term) of this Lease (starting with the beginning of the ninth (9th) Lease year hereof (i.e., starting at the ninety seventh [97th] month of the Term hereof), the foregoing Base Rent shall be subject to and shall be escalated and increased at each anniversary of the Commencement Date by and to the extent of the greater of: (i) **Three (3.0%) Percent** of than the amount of Base Rent in effect for the immediately preceding annual period, or (ii) the relative percentage increase (if any) from the "**Consumer Price Index**" ("**CPI**" or "**Index**") from the beginning to the end of the preceding Lease year. Based upon such annual escalation, the monthly installment of Base Rent to be paid by Tenant hereunder shall likewise be adjusted accordingly. As used herein "**Consumer Price Index**" means the Consumer Price Index - All Urban Consumers - Chicago, Illinois - Northwestern Indiana - All Items (1982-84 = 100). Any successor to said Index shall be appropriately adjusted. If said Index shall no longer be published, then another index generally recognized as authoritative and selected by Landlord (in Landlord's reasonable discretion) shall be substituted.



Tenant acknowledges and agrees that this Lease is a so-called “triple net” Lease meaning such Base Rent is an absolutely “net” rent and that Tenant shall additionally be required to pay the items of “Additional Rent” and other charges provided for in this Lease. If Landlord hereafter requests, at any time during the Lease Term (upon at least thirty [30] days advanced notice to Tenant), Tenant agrees to reasonably cooperate with Landlord and arrange for a monthly automatic debit-electronic transfer of monthly Rent payment to Landlord’s operating account for the Center.

Any initial Rent abatement notwithstanding, the first (1st) month’s Rent of \$4,000.00 along with the first (1st) month Additional Rent of \$2,000.00 shall be paid to Landlord (together with the Security Deposit of \$12,000) upon Lease execution., or total of \$18,000.00. All payments as provided herein shall be in advance on or before the first day of each and every month during the Term commencing on the first (1st) calendar month following the Commencement Date. Unless the Commencement Date occurs on the first (1st) day of a month, Tenant shall have paid Landlord on the Commencement Date pro rata Base Rent for the remaining number of days in the month in which the Commencement Date occurs (including a day for the Commencement Date) based upon the monthly Base Rent provided for the first twelve month period of the Term. Landlord shall receive all Base Rent, Additional Rent, and other payments whatsoever herein in this Lease required to be paid by Tenant, free from any charges, expenses or deductions of any nature whatsoever. In no event shall there be any deduction of any nature whatsoever from Rent (as defined below) due Landlord and no defense, setoff or counterclaim shall be made against Rent in any proceeding for the collection of Rent, or otherwise for the enforcement of this Lease.

The annual amount of Base Rent and the corresponding monthly installments thereof, as set forth in Section 2 hereof, have been calculated on the basis of a total aggregate Rentable Area contained in the Premises of **Two Thousand Five Hundred Sixty (2,560) square feet**. The “2,560 square feet” number is approximate based upon available information and upon determination of the exact Rentable Area square footage by Landlord’s architect in accordance with Section 3.1(F) herein the annual amount of Base Rent and the corresponding monthly installments thereof will be adjusted and “Tenant’s Proportionate Share” as defined and calculated in Section 3.1(G) shall be recalculated and Tenant and Landlord agree to execute a written amendment to this lease setting forth such adjusted annual amount of Base Rent and monthly installments thereof and the recalculated percentage for “Tenant’s Proportionate Share”.

3.1 Definitions. Definitions for the purpose of this Lease:

A. “**Building**” means the current structure located on the Land and in which such leased Premises are situated and any replacement thereof. “**Building(s)**” means such Building together with any other buildings from time to time situated in the Center located on the Land which contain rentable area or space;

B. “**Calendar Year**” shall mean the twelve-month period January through December of any year in which this Lease is in effect.

C. “**Lease Guarantor(s)**” shall mean **NOT APPLICABLE – TENANT IS INDIVIDUAL WHO IS PERSONALLY LIABLE.**

D. “**Operating Expenses**” shall mean all those actual expenses incurred during the Calendar Year in respect of the operation, management, ownership, repair and maintenance of the Center, Building(s) and Land in accordance with generally accepted accounting principles applied on a consistent basis to the operation and maintenance of first-class retail-office buildings, including without limitation, premiums for insurance carried by the Landlord; personal property taxes in connection with personal property not owned by Building(s) tenants used or useful in the operation of the Center, Building(s) and Land (except to the extent such personal

property taxes are included as Taxes); a reasonable **"Management Fee"** (if any) (not to exceed 5% of gross revenues) payable to any third party property manager of such Center and/or Building(s); the cost of capital improvements required by any governmental authority; and the cost of capital improvements made to the extent that they reduce Operating Expenses in which event the cost of said capital improvements shall be amortized over the life of said improvements.

Such actual expenses shall not include (i) expenses for repairs or other work occasioned by fire, windstorm or other casualty not caused by negligence of Tenant; (ii) expenses incurred in leasing or procuring new or renewal tenants (including lease commissions, advertising expenses and expenses of improving or renovating space for new or existing tenants); (iii) interest or amortization payments on any mortgage or mortgages; (iv) wages, salaries, or other compensation or benefits (collectively, **"Executive Wages"**) paid to any executive employees above the grade of building manager; (v) depreciation on the Center or Building or improvements; and (vi) any expense for which Landlord is reimbursed by insurance.

E. **"Permitted Use(s)"** shall mean the following permitted and allowed use(s) of the Premises by Tenant and no other, to wit: **Chinese Restaurant, SUBJECT TO** Tenant at all times having and maintaining all required governmental licenses and permits and insurance coverages and complying with all local, state, and federal laws, rules, regulations and ordinances pertaining to such use. **LANDLORD COVENANTS AND AGREES THAT SO LONG AS THIS LEASE IS IN EFFECT, NO OTHER AREAS OF THE CENTER WILL BE LEASED OR USED FOR A "Chinese Restaurant" USE, WITHOUT TENANT'S EXPRESS WRITTEN CONSENT.**

F. **"Ready for Occupancy"** shall mean that date Landlord's Work" (as further defined at Section 4 hereof and in any Work Letter Agreement (if any) attached to and forming a part of this Lease has been substantially completed (as certified by Landlord's written notice thereof to Tenant) and Landlord has tendered possession of the Premises to Tenant for completion of any remaining Tenant Improvements and buildout for which Tenant is responsible or which otherwise is not expressly part of Landlord's Work. Accordingly, Tenant acknowledges that such "Ready for Occupancy" date is NOT necessarily or likely the same date Tenant will have actually commenced business operations or have opened for business at such Premises location. The earlier of such "Ready for Occupancy" date so certified in writing by Landlord or the date Tenant actually is granted possession of the Premises (even if such "Ready for Occupancy" date has not yet been so certified in writing) shall be the **"Commencement Date"** hereunder. Upon Landlord's request, Tenant agrees to verify in writing with Landlord the actual Commencement Date and expiration date of this Lease.

G. **"Rentable Area"** means the square foot rentable area of the Premises calculated with respect to office space, retail space and storage space. At the Commencement Date, the Rentable Area will be **Two Thousand Five Hundred Sixty (2,560) square feet**. Rentable Area, for any space shall be measured to reflect the total number of square feet at the floor level of such space falling within the inside finish of the exterior curtain wall, excluding only public stairs and elevator shafts, flues, stacks, pipe shafts and vertical ducts, together with their respective enclosing walls. Without limiting the generality of the foregoing with respect to any single tenant floor, the **"Rentable Area"** attributable to any single tenant for such tenant floor shall include toilet rooms, air-conditioning rooms, fan rooms and janitor's and electrical closets located on and servicing such floor or shall be allocated proportionately among multiple tenants on any such floor.

H. **"Tenant's Proportionate Share"** shall be **Twenty Eight and Fifty Seven/Hundredths (28.5714%) Percent**, a percentage determined by dividing such Rentable Area of the Premises of **Two Thousand Five Hundred Sixty (2,560) square feet** into **Eight Thousand Nine Hundred Sixty (8,960) square feet** (which is the Total Rentable Area of all Center Building(s)).



I. "Taxes" shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the Center, Building(s) or Land imposed by Federal, State or local governments, and any personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and appurtenances and the like in, upon or used, as an integral part of the Land, Building(s) and Center for the operation thereof. Taxes shall not include any income, franchise, transfer of capital stock, estate or inheritance taxes or taxes based on leases or receipts of rentals at the Building(s) unless the same shall supplement, be in addition to, or be in lieu of Taxes. Taxes shall also include all special taxes and assessments, installments of which are required to be paid and all fees and costs including but not limited to reasonable attorney fees incurred by Landlord in seeking to obtain a reduction of, or a limit on the increase in any Taxes, regardless of whether any reduction or limitation is obtained;

J. "Total Rentable Area" means the square foot rentable area of each of the entire Building(s) situated in the Center on the Land, from time to time, with respect to all office space, retail space, and storage space (whether or not actually rented), which "Total Rentable Area" as of the Commencement Date is **Eight Thousand Nine Hundred Sixty (8,960) square feet**. Such "Total Rentable Area" figure and the corresponding "Tenant's Proportionate Share" are subject to adjustment and recomputation by Landlord, from time to time, on an equitable pro rata basis, based upon the added Rentable Area of new-additional Center Building(s) (if any), as and when one or more additional Center Building(s) have been constructed and substantially completed, and the first respective tenant thereof takes occupancy of any such new, additional Building(s).

3.2 Additional Rent. In addition to Base Rent, Tenant shall pay to Landlord as "Additional Rent" the amounts as hereinafter set forth. The Base Rent and Additional Rent are sometimes collectively referred to as the "Rent."

A. Operating Expense. Tenant agrees to pay Landlord as Additional Rent Tenant's Proportionate Share of the Operating Expenses (as adjusted by the Occupancy Adjustment as hereinafter provided) payable at the times set forth in Section 3.5.

In the event the Building(s) is/are not fully leased and occupied during any portion of any Calendar Year during the Term of the Lease, an appropriate adjustment will be made in Operating Expenses for such Calendar Year to reflect the Operating Expenses for the Center, Building(s) and Land that would have been incurred by Landlord for such year had the Building(s) been fully leased and occupied during the entire Calendar Year.

B. Taxes. Tenant further agrees to pay Landlord as Additional Rent, Tenant's Proportionate Share of the amount of Taxes paid during each Calendar Year falling within the Term of this Lease.

Tenant will be obligated to pay Tenant's Proportionate Share of such Taxes without deduction by reason of any pending protest or appeal which Landlord may bring seeking to obtain a reduction of, or a limit on the Taxes. If, however, by reason of such protest and/or appeal, Taxes on the Center, Building(s) and Land are reduced, the amount of Taxes which Tenant may have overpaid to Landlord ("**Overpaid Tax Amount**") shall be credited to Tenant against payments of Additional Rent becoming due after the rendering of such order or decision.

If at any time during the Term hereof a tax or excise on rents or income or other tax however described (herein called "**Rent Tax**") is levied or assessed by the State of Illinois or any political subdivision thereof on account of the rents payable hereunder or the interest of Landlord under the Lease, and if such Rent Tax is in

lieu of or as a substitute for, in whole or in part, real estate taxes or other taxes, Tenant covenants to reimburse Landlord on account thereof to the extent herein provided.

C. Payments. Such Additional Rent (Operating Expenses and Taxes) shall be payable in the same manner, and place as Base Rent. Without limitation of the other obligations of Tenant that survive the expiration of the Term, the obligation of Tenant to pay Additional Rent shall survive the expiration of the Term.

D. Additional Rent": The Tenant shall pay the Landlord total estimated "Additional Rent" (i.e., Taxes, Operating Expenses, etc.) of \$2,000 a month for the 1st twelve (12) month of the Lease Term **subject to adjustment and change consistent with the terms of this Lease** and shall be increased by \$100 a month in each of the subsequent years during the Lease and Renewal Option Terms subject to the adjustment and change consistent with the terms of this Lease.

3.3 Statements. Statements of the amount of the Tenant's Proportionate Share of Taxes and of Operating Expenses to be paid by the Tenant as Additional Rent shall be prepared and be rendered by the Landlord to the tenant as soon as reasonably feasible following the conclusion of each Calendar Year for each such item. Delay in computing any item of Additional Rent shall neither be deemed a default by Landlord or a waiver of the right to collect the item of Additional Rent in question so long as Landlord is proceeding in good faith to compute all such items as soon as reasonably feasible following the conclusion of each Calendar Year for each such item.

3.4 Inspection of Accounting Records. The Landlord shall keep and make available to the Tenant's accountant, for a period of thirty (30) days after statements are rendered as provided herein, records in reasonable detail of the Taxes and Operating Expenses for the period covered by such statement or statements, and shall permit the Tenant's accountant to examine such of its records as may reasonably be required to verify such statements, at reasonable times during Landlord's normal business hours upon at least five (5) business days prior written notice and in the presence of an authorized agent of Landlord.

3.5 Payment of Additional Rent. The payment of Additional Rent pursuant to the provisions of this Section shall be made as follows:

On the first (1st) day for the payment of Base Rent under this Lease following the furnishing of Landlord's estimate of the Taxes and of the Operating Expenses for a particular Calendar Year: (a) Tenant shall pay to the Landlord a sum equal to one-twelfth (1/12) of the Additional Rent as estimated by Landlord for the applicable Calendar Year, taking into consideration Landlord's reasonable estimate of the amount of customary budget items for normal, recurring expenses in connection with the operation of the Building, said sum to be paid in advance each month during the then applicable Calendar Year (provided that if the additional payment made in advance by Tenant to Landlord shall exceed the amount due for a Calendar Year, then any such excess shall be credited against the amount due from Tenant on account of Additional Rent for the next succeeding Calendar Year) and (b) furthermore, until the next Calendar Year statement shall be rendered, the monthly installments of Additional Rent payable under this Lease for the next succeeding Calendar Year shall be based upon either (i) the statement furnished to Tenant for such preceding Calendar Year or (ii) in the event Landlord so elects, a good faith estimate provided to Tenant by Landlord of the Additional Rent for said next succeeding Calendar Year.

3.6 Security Deposit. As for initial security for performance by Tenant of its duties and obligations hereunder, Tenant shall deposit with Landlord upon execution of this Lease the sum of **Twelve**

Thousand and No/100 (\$12,000.00) Dollars as a **"Security Deposit."** In the event of a default (and expiration of any applicable period of cure), the Landlord may draw from the Security Deposit such amount that in Landlord's reasonable judgment is necessary to make Landlord whole. All sums so drawn by Landlord may be applied from time to time by Landlord toward payment of all damages (including unpaid Rent), costs and expenses (including Landlord's reasonable attorney's fees) incurred or sustained by Landlord due to such default by Tenant. If and to the extent such Security Deposit is ever drawn upon or depleted, Tenant shall promptly replenish the same to the aforesaid total amount upon Landlord's demand. Landlord shall refund to Tenant so much of the Security Deposit as remains after termination or expiration of this Lease within thirty (30) days thereafter provided this Lease is free from default and all sums due Landlord from Tenant have been paid. There won't be any interest added in Security Deposit when returned to Tenant.

4. **Landlord's Completion of Building Construction/Tenant Improvements.** Landlord, at its expense, shall only perform that certain work in the construction of various tenant improvements for the Premises ("**Landlord's Work**") in accordance with the terms and conditions contained herein and in the "**Work Letter Agreement**" attached hereto as **Exhibit "D"** in accordance with drawings and plans prepared by **NONE*** dated **NONE***. Tenant acknowledges, confirms and agrees that except only to the extent otherwise specifically set forth in such Work Letter Agreement, Landlord's sole responsibility shall be to: (i) complete construction of the Building and appurtenant exterior improvements for the Center so that such Building is approved by the municipality for occupancy (subject only to the completion of any remaining Tenant Improvements); and (ii) deliver to Tenant the Premises in a so-called "**vanilla box**" type condition (as set forth and described on **Exhibit "C"** attached hereto and made a part hereof) whereupon Tenant shall be solely responsible, at Tenant's own expense, for completion of all remaining tenant build out and improvements to and equipping of such Premises which Tenant desires to make the Premises suitable for Tenant's Permitted Use(s) of such Premises. **TENANT AND LANDLORD EACH ACKNOWLEDGE AND CONFIRM THAT ALL OF "LANDLORD'S WORK" AS REQUIRED HEREIN IS SUBSTANTIALLY AND SATISFACTORILY COMPLETED,** Further, Tenant shall: (i) utilize qualified contractors reasonably acceptable to Landlord to perform all such Tenant Improvements; (ii) provide Landlord with a copy of all permits and plans and specifications for such Tenant Improvements as well as a satisfactory Certificate of Insurance (which shall be subject to Landlord's consent and approval, which consent and approval shall not be unreasonably withheld or delayed); and (iii) construct and complete and pay for such Tenant Improvements with due diligence and without unreasonably disrupting or disturbing the quiet use and enjoyment of other Building tenants or occupants.

5. **Use of Premises.**

A. **Permitted Uses/Access.** Tenant shall use and occupy the Premises for retail store use in connection with Tenant's conduct of the "**Permitted Use(s)**" (hereinabove identified or defined at Section 3.1(D) hereof), and uses customarily related thereto and for no other purpose. Tenant acknowledges that during the term of this Lease, Tenant may not be the only tenant of the Building or Center which conducts such a business. Except as otherwise provided or restricted herein, Tenant generally shall be permitted access to the Premises and parking areas fifty-two (52) weeks per year, seven (7) days per week, twenty-four (24) hours per day.

B. **Lawful Use.** Tenant shall not use or permit the use of the Premises or any part thereof for any purpose prohibited by law, and Tenant, shall, at its sole expense, comply with and conform to all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating in any way to the conditions, use and occupancy of the Premises through the entire Term of this Lease and any extensions thereof.

C. Parking. Reasonably adequate parking facilities for the Building(s) which comply with applicable zoning ordinance requirements for parking will be provided. Tenant is hereby given the non-exclusive right to use in common with other tenants in the Building(s) the parking areas of the Center, subject, however, to such restrictions or reservations of a limited number of customer or designated tenant parking spots as Landlord in its sole discretion may from time to time elect to impose for any major tenant(s) of the Building(s) who occupy Three Thousand (3,000) or more square feet or other tenants who otherwise have a reasonable need for restricted, reserved or designated parking spaces, which Landlord, in its sole discretion, is willing to accommodate. Otherwise parking spaces shall be for the use of Tenant's customers as well as the customers of other tenants in the Building(s). Landlord at its option reserves the right to tow away any automobiles, vans, motorcycles, bicycles or any other vehicles parked by Tenant, its permitted subtenants, permitted assignees and occupants and its and their agents, employees, invitees, customers or licensees, in violation of any reserved or limited parking restrictions the cost of which shall be Additional Rent unless immediately paid by the violator.

6. Condition of Premises. Tenant's taking possession of any portion of the Premises shall be conclusive evidence that such portion of the Premises was in good order and satisfactory condition when the Tenant took possession. No promise of the Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building or Center have been made by the Landlord to the Tenant other than as may be contained in this Lease or in the Work Letter Agreement or in any written amendment hereto signed by Landlord and Tenant.

7. Services.

A. Water/Sprinklers. Landlord shall furnish, to Tenant, adequate hot and cold water to the Premises for drinking, lavatory and cleaning purposes the cost of which shall be included as part of the Operating Expenses. The Building also is fully equipped with a sprinkler system and life safety/fire protection system.

B. Electricity and Heating/Air Conditioning. Landlord at its sole cost and expense shall to the best of its ability cause the electricity for use in the Premises to be separately metered, and Tenant shall pay directly to the public utility providing such electricity for all such electricity consumed. Landlord, at its sole cost and expense, shall furnish, install and maintain in good working order all conductors, connections and installations required to bring such electricity to the Premises, and Landlord shall comply with all orders, regulations and requirements of governmental bodies or the public utility furnishing such electricity in connection therewith. Landlord at its sole cost and expense shall cause the heating and air-conditioning for use in the Premises (i.e. gas and electricity supplied) to be separately metered and Tenant shall pay directly to the public utility providing such gas and/or electricity utilized to heat or cool the Premises. Landlord, at its sole cost and expense, shall furnish and install in good working order all duct work, connections and installations required to bring such heating and air-conditioning to the Premises, and Landlord shall comply with all orders, regulations and requirements of governmental bodies or the public utility furnishing such heating in connection therewith.

Tenant agrees to purchase from Landlord, or its agents, all lamps, bulbs, callasts and starters (brands and wattage to be specified by Tenant) used in the Premises, provided Landlord's costs therefor are competitive to tenant's ability to purchase such items directly.

C. Elevator Service. NOT APPLICABLE.

D. INTENTIONALLY OMITTED.

E. Signage. Tenant shall be permitted to place reasonable signage on the entry to its Premises identifying Tenant's business, which signage shall be subject to Landlord's prior written approval and which signage shall comply with all applicable sign ordinances, rules and regulations. Temporary or semi-permanent advertisement/sale signage or displays in store windows shall not be permitted except and unless Landlord, in its sole discretion, otherwise consents in writing. Neon or other lit window signage and displays shall be subject to Landlord's reasonable prior written approval as well. Landlord may, at its sole election, condition such approval of Tenant's proposed signage upon having such signage installed or affixed at or to the Building or Premises, at Tenant's sole cost and expense, by a contractor or contractors selected by or otherwise acceptable to Landlord. Additionally, Tenant's name shall be listed in all Building directories.

F. Landlord Delays Caused by "Force Majeure". Whenever the provisions of this Lease require Landlord to furnish services or to construct, repair, replace or restore the Center, Building(s) or Land, within a particular period of time, or at or before a specified date, and if Landlord in good faith, is delayed by any strike, lockout, riots, insurrection, war, fire, Act of God or other casualty, inability to obtain electricity, gas, water or other fuel or to obtain labor or materials, or governmental restriction or any other causes beyond Landlord's control, without the fault or neglect of Landlord, or if such delay is caused by the action, inaction or delay of Tenant, then in such event, the period of delay occasioned by any such cause shall be added to the particular period of time otherwise provided herein, and Landlord shall not be in default if it shall provide such service or complete said construction, repair or restoration within the stipulated period of time as extended by a period of time equal to such period of delay. Tenant agrees that Landlord shall not be liable in any way to Tenant for such delays and such delays shall never be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Premises or release the Tenant from paying Rent or any charges hereunder or performing any of its obligations under this Lease provided however Landlord will be diligent in its efforts to cure any failure or delay.

G. Charges for Services. Landlord agrees to make available the foregoing water, electrical, heating, air conditioning, lighting and appurtenant services for the Premises from 7:00 a.m. to 10:00 p.m. on Mondays through Fridays and from 9:00 a.m. to 7:00 p.m. on Saturdays and Sundays, excepting the following national holidays recognized and observed by the United States Government to wit: New Years Day, Memorial Day, Independence Day-Fourth of July, Labor Day, Thanksgiving and Christmas. Landlord shall have no obligation to furnish additional services to Tenant except as provided in this Lease. Should Landlord provide additional services to Tenant, Tenant shall pay separately for such additional services at reasonable rates to be established from time to time by Landlord. All charges for additional services agreed upon to be performed by Landlord, shall be due and payable at the same time as the installment of Rent with which they are billed, or if billed separately, shall be due and payable within ten (10) after such billing and shall be deemed Additional Rent. In case Tenant shall fail to make payment for any such additional services Landlord may, on thirty (30) days written notice to Tenant, discontinue any or all such services, in addition to any other remedy Landlord may have as a result of such failure in payment.

8. Repairs.

A. By Tenant. Subject to the terms of Sections 8B and 12 hereof, Tenant shall, at Tenant's own expense, keep the Premises in good order, repair and condition at all times during the Term. Tenant shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances under the supervision and subject to the approval of the Landlord, within any reasonable time period specified by the Landlord. If the Tenant does not do so, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including any amount sufficient to reimburse Landlord for overhead and related expenses, promptly upon being billed for same. Landlord, upon

reasonable notice to Tenant except in the case of an emergency, may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements and additions as Landlord shall desire or deem necessary to the Premises or to the Building, or to any equipment located in the Building or as Landlord may be required to do by governmental authority or court order or decree. Nothing in this paragraph shall obligate Tenant to make any structural repairs in the Building or Premises which are common to the Building or associated with the Building's common systems unless the Tenant or any of its agents, servants or employees was responsible for the condition requiring repair.

B. By Landlord. In addition to the requirements of Section 8A hereinabove, it is also the understanding of the Landlord and Tenant that, except when such maintenance, repairs, replacements or restoration are due to the default or neglect of Tenant, its permitted subtenants, permitted assigns, and occupants and its and their agents, employees, invitees, customers or licensees, Landlord shall:

- (a) Make all necessary repairs to the Center and Building(s) structure surrounding the Premises, including without limitation to the roof and all exterior walls;
- (b) Repair and keep the sidewalks and parking areas in the Center and any stormwater detention facilities in or servicing such Center and the public areas of the Building(s) in good condition and free from snow, ice, trash and debris;
- (c) Repair the exterior of the Building(s), and the equipment and facilities of the Building(s) outside of but serving the Premises;
- (d) Repair the HVAC, electrical and plumbing systems and other systems for the entire Building(s), including ducts, wiring, plumbing, toilet fixtures, and other items of similar or dissimilar nature installed by Landlord in the Premises and which by their nature become part of the Building(s) systems and are not to be removed by Tenant;
- (e) Periodically clean all windows, both exterior and interior, wherever located in the Premises and replace all broken windows on the exterior walls of the Premises, unless broken through the negligence of Tenant, its permitted subtenants, permitted assignees, and occupants and its and their agents, employees, invitees, customers or licensees;
- (f) Repair where necessary during the Term of this Lease any defects resulting in the failure of the Building(s) structure or defects in material or workmanship in or about the Building structure or Center, including, but without limitation, defects or leakage in the exterior or bearing walls, the mechanical, electrical, plumbing, heating or air-conditioning systems, and the parking area;
- (g) Furnish, for all spaces occupied from time to time by Tenant hereunder, blinds for all exterior windows in form and quality as reasonably determined by Landlord, subject, however to inclusion of the cost thereof as part of Tenant's improvements;
- (h) Repair the cameras and all other security equipment and devices installed by Landlord, if any, for protection of the Building(s), provided, however, Tenant agrees that Landlord shall have no responsibility or liability to anyone based upon the operation or condition of such security equipment and devices, Tenant being solely responsible for the security of the Premises and all other Tenant's property;

- (i) Make any repairs, replacements or structural changes required under any present or future laws or ordinances, but not if such laws or ordinances concerning the occupancy or operation of office buildings relate to Tenant's occupancy or particular use of the Premises, and will, in particular, comply with all present and future building and zoning requirements;
- (j) Maintain, repair and keep in good condition all lighting in the Center; and
- (k) Maintain, repair and keep in good condition all landscaping in the Center.

The cost of the repairs, replacements and restorations above listed in this Section 8B and required to be performed by Landlord shall be included within Operating Expenses except as otherwise excluded from the definition of Operating Expenses in Section 3.1 (vii) hereinabove.

9. Additions and Alterations. Tenant shall not, without the prior written consent of Landlord make any alterations, improvements or additions to the Premises, including but not limited to Tenant's build out, Tenant improvements, fixturing, decorating and/or remodeling of the Premises. If Landlord consents to said alterations, improvements or additions, it may impose such reasonable conditions with respect thereto as Landlord deems appropriate, including without limitation, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work, insurance against liabilities which any arise out of such work, and plans and specifications plus permits necessary for such work. Upon completion Tenant shall deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractor's affidavits and full and final waivers of all liens for labor, services or materials any other documents that the Landlord may require. Tenant shall defend and hold Landlord, Landlord's mortgagee(s) and their respective officers, directors, partners, employees, agents, members, owners, shareholders and their successors or assigns and all parties claiming by, through or under any of the above (collectively "**the Releasees**") and the Land, Building(s) and Center harmless from all cost, damages, liens and expenses related to such work. All work done by Tenant or its contractors pursuant to Sections 8 or 9 shall be done in a first-class workmanlike manner using only good grades of material and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies. Any contractor employed by Tenant to perform any work permitted by this Lease, and all of its subcontractors shall agree to employ only union labor as will not result in jurisdictional disputes or strikes or cause disharmony with other workers employed at the Building. Tenant shall inform Landlord in writing of the names of any contractor or subcontractor Tenant proposes to use in the Premises at least ten (10) days prior to the commencement of work by such contractor or subcontractor. Landlord shall not unreasonably withhold or delay its consent to the use by Tenant of any contractor or subcontractor.

All alterations, improvements and additions to the Premises (excluding Tenant's office equipment, furniture and movable fixtures), whether temporary or permanent in character, made or paid for by Landlord or Tenant shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall, unless Landlord requests their removal (in which case Tenant shall remove the same as provided in Section 17), be relinquished to Landlord in good condition, ordinary wear excepted. The term "**movable fixtures**" as used herein means any item installed and owned by Tenant, not permanently affixed to the Premises and which can be removed from the Premises without any damage or alteration to the Premises or the Building.

10. Covenants Against Liens. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to be attached to or be placed upon Landlord's title or interest in the Land, Building(s), Premises or Center. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against

the Land, Building(s), Premises or Center with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching, Tenant covenants and agrees to cause it to be immediately released and removed of record.

In the event that such lien is not released and removed as provided above, Landlord, at its sole option, may take all action necessary to release and remove such lien (without any duty to investigate the validity thereof), and Tenant shall promptly upon notice reimburse Landlord for all costs and expenses including but not limited to reasonable attorneys' fees incurred by Landlord in connection with such lien.

11. Insurance.

A. Waiver of Subrogation. Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Land, Building(s), Premises or Center or to the contents thereof, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation, or otherwise, to an insurance company or any other person, Landlord and Tenant each agree to give to each insurance company which has issued, or in the future may issue, to them policies of fire and extended coverage insurance, written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said waiver.

B. Coverage. Tenant shall carry insurance during the entire Term insuring Tenant and Landlord, Landlord's mortgagee(s) and their respective agents, officers, directors, members, owners, shareholders, partners and employees as their interests may appear with terms, coverages and in companies reasonably satisfactory to Landlord, and with such increases in limits as Landlord may from time to time request, but initially Tenant shall maintain the following coverages in the following amounts:

- (i) In case of personal injury to or death to any person or persons, not less than \$2,000,000.00 for each injury or death to a person and \$2,000,000.00 for each incident involving personal injury or death to persons and, in case of property damage, not less than \$1,000,000.00 for any one occurrence;
- (ii) Insurance covering the full insurance replacement value of all additions, improvements and alterations to the Premises from "**all-risk perils**" containing standard exclusions;
- (iii) Workers compensation insurance in the Illinois statutory limits with Employer's Liability insurance not less than \$500,000.00;
- (iv) In the event of the sale or the dispensing of so-called alcoholic liquors (within the meaning of the Illinois Liquor Control Act, as now or hereafter amended) by the Tenant upon or from any part of the Center, Building(s) or Land, Tenant shall, at least ten (10) days before the commencement of such activity and continuously thereafter, provide Landlord with insurance in form, substance and with insurers satisfactory to Landlord, with total limits equal to the greater of (i) the maximum amount of liability, if any, established by the Illinois Liquor Control Act (or any act amendatory thereof) of supplemental thereto or any kindred legislation, or (ii) not less than disease or death of any one person resulting from any one occurrence, \$2,000,000.00 in respect of bodily injury, sickness, disease or death resulting from any one occurrence, \$2,000,000.00 in respect of damage or injury to or destruction of property from any one occurrence, and \$2,000,000.00 in respect of loss of means of support, indemnifying Landlord its Releases and Tenant and the agents, employees, and beneficiaries thereof as

may be designated by Landlord and Tenant respectively, against any and all liability by virtue of the Illinois Liquor Control Act, any amendments or supplements thereto, or any kindred legislation.

Tenant shall, prior to the commencement of the Term, furnish to Landlord certificates evidencing such coverage with insurers reasonably acceptable to Landlord, which certificates shall state that such insurance coverage may not be changed or canceled without at least twenty (20) days prior written notice to Landlord and Tenant.

C. Avoid Action Increasing Rates. Tenant shall comply with all applicable laws and ordinances, all orders and judgments of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage. In no event shall Tenant permit in or on the Land, Building(s), Premises or Center flammables such as gasolines, turpentine, kerosene, naphtha and benzene, or explosives or any other article of an intrinsically dangerous nature, and in no event shall Tenant, its agents, employees or invitees bring any such flammables or other articles into or on the Land, Building(s), Premises or the Center.

12. Fire or Casualty.

A. Restoration - Cancellation Upon Major Damage. If the Land, Building(s), Premises or Center (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not, in the reasonable judgment of Landlord, render all or a substantial portion of the Premises untenable, then Landlord shall repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by Force Majeure and by matters beyond Landlord's control. If any such damage renders all or a substantial portion of the Premises untenable, Landlord shall with reasonable promptness after the occurrence of such damage estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If any such estimate is that the amount of time required to substantially complete such repair and restoration will exceed Nine (9) Months from the date such damage occurred, then Landlord may terminate this Lease as of the date of such damage upon giving notice to Tenant at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimates (it being understood that Landlord may, if it elects to do so, also given such notice of termination together with the notice containing such estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the Premises, but Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, if such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said Nine (9) Months. Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to this Section 12 to repair or restore any portion of the alterations, additions or improvements in the Premises or the decoration thereto except to the extent that such alterations, additions, improvements and decoration are equivalent to the standard tenant improvements then offered in the Building. If Tenant wants any other or additional repairs or restoration and if Landlord consents, the same shall be done at Tenant's expense subject to Section 9 hereof.

B. Rent Abatement. If in the event any such fire or casualty damage (not caused by the act or neglect of Tenant, its agents, servants or employees) renders the Premises untenable and if the Term of this Lease shall not be terminated pursuant to Section 12A hereof by reason of such damage, then Rent shall abate for such portion during the period beginning with the date of casualty and ending on the date Landlord tenders the space to Tenant as being ready for occupancy and if only a portion of the Premises are untenable, the abatement shall be equitably apportioned based on the area of the Premises that is untenable.

C. Extent of Repairs. Landlord's duties hereunder with respect to the Premises shall be restricted to the repair or restoration of the Premises but shall not include the repair or replacement of any of Tenant's personal property.

13. Waiver of Claims - Indemnification. To the extent not prohibited by law neither Landlord, its Releasees (as identified at Paragraph 9 hereof) nor their respective owners, directors, managers, members, officers, agents, servants and employees shall be liable for any damage either to person or property or resulting from a loss sustained by Tenant or by other persons due to the Center, Land, Building(s) or Premises or any part thereof or any appurtenances thereto becoming out of repair or due to the happening of any accident or occurrence in or about the Center, Land, Building(s) or Premises, or due to any act or neglect of any tenant or occupant of the Center, Land, Building(s) or Premises or of any other person or due to anything arising out of the Tenant's breach of this Lease or due to anything arising out of the Tenant's use or occupancy of the Center, Land, Building(s) or Premises. This provision shall apply particularly (but not exclusively) to damage caused by gas, electricity, snow, frost, steam, sewage gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures, and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all personal property upon the Premises, or upon loading docks, if any, receiving and holding areas, or the elevator of the Building(s), shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Without limitation of any other provisions hereof, Tenant agrees to save, defend, protect, indemnify and hold harmless Landlord, its Releasees and their respective owners, directors, managers, members, officers, agents, servants and employees, from and against all liability to third parties arising out of the acts of Tenant and its servants, agents, employees, contractors, suppliers, workmen or invitees.

14. Nonwaiver. No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision even if such violation be continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of moneys by Landlord from Tenant (i) after termination of this Lease will in any way alter the length of the Term or Tenant's right of possession hereunder or (ii) after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

15. Condemnation.

A. If the Center, Building(s) or Land or any portion thereof which includes a substantial part of the Premises or the taking of which would prevent the economical operation of the Building shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease and the term and estate hereby granted shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the condemnation award. Tenant shall have no right to share in such award. However, if Landlord elects to make comparable space available to Tenant elsewhere in the building under the same Rent and Terms as herein provided, Tenant shall accept such space and this Lease shall then apply to such space. If the Term of this Lease is so terminated, current Rent shall be apportioned as of the date of such termination.

B. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Center, Building(s) or the Land which does not in the judgment of Landlord include a substantial part of the Premises and the taking of which would not prevent the economical operation of the Building(s), or

if the grade of any street or alley adjacent to the Building(s) is changed by any competent authority and such partial taking or change of grade makes it necessary or desirable in the judgment of Landlord to remodel the Building(s), Landlord shall have the right to cancel this Lease upon not less than forty-five (45) days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation, and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the partial condemnation or the change of grade.

16. Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord, (i) assign, convey or mortgage this Lease or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this Lease or any lien upon Tenant's interest, involuntarily or by operation of law; (iii) sublet the Premises or any part thereof; or (v) permit the use of the Premises by any parties other than Tenant and its employees and customers who are from time to time present at the Premises for purposes of transacting business with Tenant.

Tenant shall give Landlord written notice of any proposed assignment or sublease which notice shall contain the proposed principal terms thereof, and upon receipt of such notice, Landlord shall have thirty (30) days within which to approve or disapprove in writing such proposed lease assignment or sublease. If Landlord fails to issue a written approval within such thirty (30) days, the same shall be construed to be a disapproval of such proposed lease assignment or sublease. Landlord's consent to Tenant's assignment of this Lease, or to Tenant's subletting shall not be unreasonably withheld or delayed; provided, however, that should Tenant propose to assign or sublet all or less than all of the Premises and Landlord consents to the same then fifty (50%) percent of the profit or surplus derived by Tenant from the assignment or the subletting shall be paid by Tenant to Landlord as Additional Rent. Tenant acknowledges and agrees that Landlord has a vital interest in the use being made of the Premises. Accordingly, Landlord's consent shall not be deemed unreasonably withheld should Landlord reject a subtenant or assignee whose purported use of the Premises is not the same or similar to the use permitted by this Lease or whose financial condition, stability and size is not at least reasonably equivalent to that of the Tenant.

Tenant shall deliver to Landlord a copy of each instrument of sublease or assignment within fifteen (15) days before final execution of such instrument.

Landlord's consent to any assignment, subletting or transfer or Landlord's election to accept any assignee, subtenant or transferee as the tenant hereunder shall not release the original Tenant from any covenant or obligation under this Lease, such Tenant remaining primarily, directly, jointly and severally liable under this Lease with such assignee, subtenant or transferee. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future assignment, subletting or transfer.

17. Surrender of Possession. Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted. All permanent alterations, improvements and additions to the Premises, made or paid for by Landlord or Tenant, shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall be relinquished to Landlord in good condition, ordinary wear excepted except that Tenant shall be permitted to remove its office equipment, and moveable fixtures, including moveable items of furniture and removable trade fixtures. Tenant shall remove all of its property from the Premises and Tenant shall pay to Landlord upon demand the cost of repairing any damage to the Premises, Center, Building(s) or Land caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and title

thereto shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person. At the option of Landlord, Tenant will bring the premise back to the original vanilla box condition to make the space readily available to rent out to fit any types of business by future tenants at Tenant's expense.

18. Holding Over. Any holding over by Tenant after the termination of the Term or Tenant's right to possession of the Premises, whether by lapse of time or otherwise, shall be at a rental equal to Two Hundred (200%) Percent of the Base Rent (based on the most recent effective prior monthly Base Rent) provided for herein for each day that the same shall be held over by Tenant. Landlord may also continue to charge Tenant for the Additional Rent provided in this Lease during the period of such holdover. Nothing contained in this Section 18 shall be construed to give Tenant the right to hold over after the expiration or termination of the Term, whether by lapse of time or otherwise, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises in addition to the collection of such Two Hundred (200%) Percent of Base Rent.

19. Estoppel Certificate. Tenant agrees that from time to time at any time after the date of execution of this Lease upon not less than ten (10) days prior request by Landlord, Tenant, or Tenant's duly authorized representative having knowledge of the following facts will deliver to the Landlord a statement certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect); (ii) the dates through which Rent has been paid, if paid in advance; (iii) that the Landlord has not breached and is not in default under any provision of this Lease, or, if a breach or default exist, the nature thereof in detail, if any, specifying same; (iv) provided the Commencement Date has occurred, that Tenant has accepted and occupied the Premises and that the Premises have been completed in accordance with the terms hereof; it being intended that any such statement may be relied upon by any prospective purchaser or tenant of the Building, any mortgagees or prospective mortgagees thereof, or any prospective assignee of any mortgagee thereof.

20. Subordination to First Mortgage. This Lease is subject and subordinate to the lien and security interest of any first "mortgage" (including trust deeds or deeds or trust) now or hereafter encumbering the Center, Building(s) or Land. Tenant agrees that if requested by Landlord so to do, Tenant will further evidence in writing its subordination of its interest in this Lease to any first mortgage that now or hereinafter may encumber the Center, Building(s) or Land, and to all advances made thereto and to the interest thereon, and to all renewals, replacements and extensions thereof, by means of a reasonable form of subordination, non-disturbance and attornment agreement (including customary tenant estoppel certifications). In the event Tenant fails or refuses to execute such instrument within ten (10) days after Landlord's submittal of the same to Tenant, Tenant agrees that Landlord is hereby designated and appointed as Tenant's lawful attorney-in-fact, with full power and authority to execute such instrument on behalf of Tenant. Such power-of-attorney is coupled with an interest.

21. Certain Rights Reserved by Landlord. Landlord shall have the following rights exercisable without notice or liability to Tenant for damage or injury to property, business or person and without effecting an eviction, constructive or actual, and without giving rise to any claim for setoff or abatement of rent or any other claim;

- (a) to install, affix and maintain such signs on the interior lobby (if any) or other common areas of the Building(s) as are consistent with a first class retail center (which contains commercial office space);

- (b) to show the Premises to prospective tenants at reasonable hours upon prior reasonable notice to Tenant during the last eighteen (18) months of the Term of this Lease and, if vacated or abandoned during the Term, to show the Premises at any time and to enter and to prepare, repair and decorate at Tenant's expense the Premises for re-occupancy, provided, however, that during the term of this Lease Landlord will not place or display a "For Rent" sign on the Premises;
- (c) to decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Building(s), or any part thereof, which Landlord may deem necessary or which may be required by the local municipality or by any other governmental agency having jurisdiction over the Premises, the Building(s) or the Center, including alterations in location or configuration and for such purposes, upon prior reasonable notice to Tenant, and to enter upon the Premises, and , during the continuation of any of said work, to temporarily close doors, entryways, public space and corridors in the Building(s), and, upon prior reasonable notice to Tenant interrupt or temporarily suspend Building(s) services and facilities, provided, that Landlord will at all times use its best efforts to maintain accessibility to the Premises as is reasonably necessary for Tenant to conduct its business at the Premises and that Landlord will cooperate with Tenant to minimize any disruption of Tenant's business;
- (d) to approve without withholding consent unreasonably the right, size and location of heavy equipment and articles in and about the Premises and the Building(s) to include by way of example but not by way of limitation safes, vaults, cages, printing machinery, computers, filing cabinets or libraries;
- (e) to require all items of office equipment and furniture, including heavy articles referred to in Section 21 (d) above, to be moved into and/or out of the Building(s) and Premises only at such times approved by Landlord and in such manner as Landlord shall reasonable direct. Landlord reserves the right to require permits from Landlord or its agents before allowing any such property to be moved into or out of the Building(s);
- (f) INTENTIONALLY OMITTED;
- (g) to change any Building(s)' name or street address;
- (h) to furnish door keys or other entry devices for the entry doors in the Premises at the commencement of the Term and to retain at all times, and to use in appropriate instances, keys and other entry devices to all doors within and into the Premises;
- (i) to establish reasonable controls for the purposes of regulating all property and packages, both personal and otherwise, to be moved into or out of the Building(s), and Premises and all persons using the Building after normal office hours;
- (j) to reasonably regulate delivery and service of supplies and the usage of the loading docks, if any, receiving areas and elevator, subject to such requirements as are elsewhere set forth in this Lease;
- (k) to use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Premises at reasonable locations, all of the foregoing to be done in a workmanlike manner;
- (l) subject to the provisions of this Lease, to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building, including but not limited to

janitorial services, barbering, drinking water and bootblacking provided the same are consistent with such businesses or services rendered in first class buildings;

- (m) to enter the Premises at any reasonable time upon reasonable notice except in the case of an emergency to inspect the Premises for compliance with this Lease; and
- (n) to furnish, erect and maintain at its sole cost and expense on the exterior of the Building(s) at least two (2) signs both containing the name of the Center and/or Building(s) (said signs collectively the "Exterior Signs"). The sign criteria, including but not limited to type, style, size, construction and location, shall be determined by Landlord, and shall be in compliance with all laws, ordinances, regulations or rulings of any governmental authority having jurisdiction over the Premises. Tenant shall not without Landlord's prior written consent place or erect, any other signs of any nature on any part of the interior or exterior of the Building(s) or the Center.

22. Rules and Regulations. It is the intent of Landlord that the Center, Building(s) and Land shall be operated at all times as a first class retail center-building, and Tenant covenants that it will not engage in or permit any activities which are not consistent with such standard. In furtherance of this purpose, but not in limitation thereof, Tenant agrees to abide by the following rules and regulations and changes or additions thereto so long as such rules, regulations, changes or additions are applied and enforced uniformly against all tenants in the Building(s) and Center:

- (a) Any sign, lettering, picture, notice or advertisement installed in or on the Premises which is visible to the public from within the Building(s) shall be installed at Tenant's cost and in such manner, character and style as Landlord may approve in writing, which approval shall not be unreasonably withheld, subject to local ordinances and the rights of other tenants of the Building(s).
- (b) Subject to the provisions of Section 8B(g) no window shades, blinds, draperies, or screens shall be installed in any window or door in the Premises, except in such manner, character and style as Landlord may approve in writing, which approval shall not be unreasonably withheld by Landlord.
- (c) No showcase or other articles shall be placed in front of or affixed to any part of the exterior of the Premises.
- (d) Tenant shall not install or operate in the Premises machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the written permission of the Landlord, which permission shall not unreasonably be withheld but all such installation must be standard to the Building(s).
- (e) Tenant will not and will not permit its employees, customers, licensees and other invitees to bring into the Building(s) or Premises inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any other articles of an intrinsically dangerous nature. If, by reason of the failure of Tenant to comply with the provisions of this paragraph, any insurance premium payable by Landlord for all or any part of the Premises, the Building(s) or the Center shall at any time be increased above normal insurance premiums, Tenant shall be responsible for the payment of any such increase in premiums.
- (f) Tenant will not use or permit upon the Premises, Building(s) or Center anything which is unlawful or may be dangerous to persons or property.

- (g) Tenant will not do anything or permit anything to be done upon the Premises which tends to create a nuisance or to disturb any other tenant in the Building(s) or the occupants of any other property, or tends to injure the reputation of the Building(s) or Center.
- (h) Tenant shall not conduct any auction, fire or "going out of business," or bankruptcy sales in or from the Premises or anywhere in the Building(s) or Center.
- (i) Tenant shall not make any room-to-room canvass to solicit business from the other tenants in the Building(s).
- (j) Tenant shall not waste water and agrees to cooperate fully with Landlord to assure the most effective operation of the Building(s)' heating, air conditioning and other systems.
- (k) Tenant shall not, and Tenant shall not permit or suffer anyone to:
 - (i) cook in the Premises except for use of properly grounded coffee-makers and microwave ovens in employee lounge areas or in the case of permitted restaurant, deli or other food services uses;
 - (ii) bring or permit to be brought in the Building(s) or Center any dog (except those trained for and in the company of a blind person) or other animal or bird;
 - (iii) except as otherwise expressly permitted under the Permitted Uses hereof, use the Premises for lodging or for any immoral or illegal purpose;
 - (iv) use the Premises to engage in the manufacture or sale of, any spirituous, fermented, intoxicating or alcoholic beverages on the Premises; or
 - (v) use the Premises to engage in the manufacture or sale of, or permit the use of, any illegal substance on the Premises.

23. Default.

A. Events of Default. This Lease and the term and estate hereby granted are subject to the limitation that the following are events of default:

- (a) whenever Tenant shall default in the payment of any installment of Base Rent, Additional Rental, or in the payment of any other sum required to be paid by Tenant under this Lease and such default shall continue for five (5) days after written notice to Tenant; or
- (b) whenever Tenant shall do, or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of Tenant herein contained or contrary to any of the covenants, agreements, terms or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which on the part or behalf of Tenant are to be kept or performed (other than those referred to in the foregoing subsection (a) of this Section 23) and such default, except in the case of an emergency, is not cured within fifteen (15) days after written notice to Tenant, unless, with respect to any nonmonetary default which cannot by its nature reasonably be cured within such fifteen (15) days, Tenant, in good faith, promptly, after receipt of such notice, shall have commenced and thereafter shall diligently and continuously prosecute all

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action necessary to cure such default and shall in any event fully completed such cure within not more than a total of forty-five (45) days after the aforementioned initial notice by Landlord to Tenant; or

- (c) if the interest of Tenant or any successor to Tenant hereunder shall be levied on under execution and such levy shall not be released within thirty (30) days after the filing thereof, or if Tenant or any successor to Tenant shall apply for or consent to the appointment of a receiver, trustee or liquidator of Tenant or any successor to Tenant of all or a substantial part of its assets, or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization, composition, adjustment, arrangement with creditors, liquidation or similar relief under any present or future statute, law or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, or if proceedings be brought in any court or by any government authority, or any action taken looking toward dissolution which is not dismissed within thirty (30) days after the filing thereof, or if any order, judgment or decree shall be entered, without the application, approval or consent of Tenant or its successors in interest, by any court or other authority of competent jurisdiction, approving a petition seeking reorganization, composition, adjustment, arrangement with creditors, liquidation or similar relief under any present or future statute, law or regulation with respect to Tenant or its successors in interest, or appointing a receiver, trustee or liquidator of Tenant or its successors and such order, judgment or decree shall continue unstayed and in effect for an aggregate of sixty (60) days, whether or not consecutive, or if Tenant shall abandon or vacate the Premises during the Term, or if Tenant defaults under any other lease in the Building; or
- (d) if the Lease or any memorandum, affidavit or other writing with respect thereto shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant; or
- (e) if Tenant shall default under any other lease by Tenant for other space in the Building or Center or any renewals, modifications, extensions or replacements thereof; or
- (f) if Tenant shall repeatedly default in the timely payment of Rent or any other charges required to be paid hereunder, or shall repeatedly default in keeping, observing or performing any other covenant, agreement, condition or provisions of this Lease, whether or not Tenant shall timely cure any such payment or other default. For the purposes of this subsection, the occurrence of similar defaults three (3) times during any twelve (12) month period shall constitute a repeated default.

B. Remedies In Event of Default. Landlord may treat the occurrence of any one or more of the foregoing events of default as a breach of this Lease, and thereupon at its option without further notice or demand Landlord shall be entitled to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith, in addition to any other sums owing to Landlord from or damages caused by Tenant, as damages a sum of money equal to the excess of the amount of the Base Rent and all Additional Rent and any other sums required to be paid by Tenant under this Lease for the balance of the Term over the fair market rental value of the Premises for said period. Should the fair market rental value of the Premises for the balance of the term exceed the amount of the Base Rent provided to be paid by Tenant for the balance of Term, Landlord shall have no obligation to pay to Tenant the excess or any part thereof; and/or
- (b) Landlord may terminate the Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without terminating this Lease, in

which event Landlord may, but shall be under no obligation to, except as may be required by law relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord, in Landlord's sole discretion. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the Base Rent, Additional Rent and all other sums required to be paid by Tenant for the balance of the then applicable Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the reasonable costs and expenses of all decoration, repairs, remodeling, alterations and additions and the reasonable expenses of such reletting and of the collection of the rent accruing therefrom to satisfy and pay the same upon demand therefore to satisfy the Base Rent and Additional Rent and all other sums required to be paid by Tenant, Tenant shall satisfy and pay the same upon demand therefore from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section 23 from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not therefore reduced to judgment in favor of Landlord; and/or

- (c) Landlord may additionally seek and recover as part of its damages the amount of Rent (Base Rent and Additional Rent) which otherwise would have been charged to Tenant during the initial rent Concession Period; and/or
- (d) Landlord may maintain an action for specific performance and/or other equitable relief and/or damages against Tenant without necessarily electing to terminate this Lease, rather reserving such right.

Tenant shall pay all of Landlord's costs, charges and expenses, including without limitation court costs and reasonable attorney's fees incurred in enforcing Tenant's obligations under this Lease or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

In addition to the foregoing, if Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it and, except in the case of an emergency, has received written notice thereof from Landlord, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease may (but shall be under no obligation to) at any time thereafter perform such act for the account and at the expense of Tenant. All sums so paid by Landlord, together with interest at the rate as provided in Section 27B and all necessary incidental costs and expenses in connection with the payment or performance of such act by Landlord including but not limited to reasonable attorney fees shall be payable immediately upon demand as Rent hereunder.

C. Default by Landlord/Cure Period/Tenant Remedies. If Landlord should be in default in any of its obligations hereunder, Tenant shall give Landlord written notice thereof specifying the nature of such purported default and Landlord shall thereafter be permitted thirty (30) days within which to cure such default subject to the Force Majeure provisions at Section 7F of this Lease, unless such default is an immediate material threat to Tenant's continued quiet use and enjoyment of the Premises in which event Landlord shall be permitted a reasonable time in light of the circumstances within which to cure such default but in any event a minimum of at least five (5) days after notice of the same.

In the event Landlord fails to timely cure any default by Landlord hereunder within the aforementioned period of cure, Tenant may if it so elects terminate this Lease by written notice to Landlord given anytime after expiration of the cure period but prior to actual cure and additionally except as expressly otherwise provided herein Tenant may avail itself of all rights, remedies and recourses provided under law or in equity.

24. Attorney's Fees. Tenant shall be liable for and shall pay to Landlord all reasonable attorney's fees, expenses and court costs incurred by Landlord in successfully enforcing any provisions of this Lease. Further, Tenant shall be liable for and shall pay such reasonable attorney's fees and court costs incurred by Landlord in any litigation in which said Landlord may become involved or concerned without fault of Landlord which in any manner pertains to the Tenant's lease, occupancy and/or use of the Premises.

25. Covenant of Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved, and, on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed, and performed, shall, during the Term, peaceable and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions, and agreements hereof.

26. Real Estate Brokers. Landlord and Tenant each represent to the other that except only for the firm of ****NONE**** ("Broker"), each has dealt with no broker in connection with this Lease and that insofar as each is aware, no broker or finder negotiated or brought about this Lease or is entitled to any commission or fee in connection herewith. Landlord and Tenant each agree to save, indemnify, defend and hold the other party hereto, its Releases and their respective officers, agents, servants and employees free and harmless from and against all claims for claiming to have been retained by such indemnifying party in connection with this transaction or to be the procuring cause of this transaction.

27. Miscellaneous.

A. Rights Cumulative. All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

B. Interest. All payments becoming due under this Lease and remaining unpaid when due shall bear interest until paid at the rate of the greater of: (i) the rate of twelve percent (12%) per annum, or (ii) the "**Prime Rate**" (hereinbelow defined) computed and determined on a per diem basis during the period of any such default. The term "**Prime Rate**" shall mean the rate of interest then most recently announced and published in the Money Rates Section of The Wall Street Journal (Midwest Edition) during the continuance of any such default in the part of Tenant plus two percent (2%) per annum. Should such publication by The Wall Street Journal of such Prime Rate cease or discontinue for more than thirty (30) consecutive days, interest shall be determined by reference to the rate announced by Citibank, N.A. as its reference rate. Interest shall be computed on the basis of a year consisting of 360 days and paid for the actual number of days elapsed.

C. Terms. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all causes be assumed as though in each case fully expressed.

D. Binding Effect. Each of the provisions of this Lease shall extend to all and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Section 16 hereof.

E. Lease Contains All Terms. All of the rights and obligations of Landlord and Tenant are contained herein and in the Workletter, and no modification, waiver, or amendment of this lease or of any of its conditions or provisions shall be binding upon Landlord or Tenant, as the case may be, unless in writing signed by the party to be bound thereby.

F. Delivery for Examination. Submission of the form of this Lease for examination shall not bind Landlord in any manner, and no lease or obligations of Landlord shall arise until this instrument is signed by both Landlord and Tenant and delivery is made to each.

G. Modification of Lease. If any lender requires, as a condition to its lending funds the repayment of which is to be secured by a mortgage or trust deed on the Land, Building(s) or Center, that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change materially the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, promptly execute appropriate instruments effecting such modifications.

H. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer its interest in the Center, Land and Building(s) and in this Lease. In the event of such transfer by Landlord, Landlord agrees to require the transferee to assume all obligations and duties imposed on Landlord by this Lease or by law, with regard to all matters and things from and after the date of the assignment and, to the extent the transferee assumes the same, Landlord shall be released from said obligations and duties from and after the date of the assignment and Tenant, in such event, agrees to look solely to the transferee for performance of such obligations and duties hereunder.

I. Landlord's Title. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

J. Prohibition Against Recording. Neither this Lease, nor any memorandum, notice, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant without Landlord's express prior written consent, and the recording thereof in violation of this provision shall be void and shall, at Landlord's election, enable Landlord to immediately exercise all of its rights, remedies and recourses hereunder or otherwise available under law or in equity (including injunctive relief).

K. Captions and Conditions. All of the covenants of Tenant hereunder shall be deemed and construed to be "**conditions**", if Landlord so elects, as well as "**covenants**" as though the words specifically expressing or importing covenants and conditions were used in each separate instance.

L. Only Landlord/Tenant Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

28. Notices. All notices to be given under this Lease shall be in writing and delivered personally or deposited in the United States mails, certified or registered mail with return receipt requested, postage prepaid, addressed as follows:

A. If to Landlord: **WONJAY GROUP, LLC**
Attn: Ms. Sarah Whang and Mr. John Whang
2407 Comstock Court
Naperville, IL 60564

B. If to Tenant: Runfeng Mei
4641 S. Albony
Chicago, Illinois 60632

The Tenant's address for notices shall be deemed the address of the Premises (i.e., "2400 S. Eola Rd. Aurora, Illinois, _____") effective upon the Commencement Date, or to such other person at such other address designated by notice sent as prescribed herein.

C. Sufficiency of Service. Service of any Notice as in this Section provided shall be sufficient for all purposes.

D. When Notice by Mail Deemed Given. Whenever any Notice is desired to be given or is required by this Lease to be given by any party hereto to the other party, and such Notice is given by mail pursuant to Section 28, such Notice shall be considered as having been given for all purposes hereunder at the expiration of two (2) business days after the day on which the Notice was placed in the mails as provided by said Section 28.

29. Severability. In case any one or more of the provisions contained in this Lease shall be any reason held to be invalid, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease but this Lease shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

30. Governing Law/Venue. This Lease and all rights and allegations arising hereunder shall be construed and interpreted and subject to the laws of the State of Illinois. Venue for all disputes hereunder shall at Landlord's election be in the Circuit Court of Will County, Joliet, Illinois.

31. Time is of the Essence. The parties agree and acknowledge that in connection with all periods of time stated herein for the performance of any services, covenants, obligations or duties or payment of any monies, time is of the essence.

32. Tenants' Authority to Execute Lease. Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms herein.

33. Limitation on Liability of Landlord's Owners. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord's owners, members, managers, shareholders, or the partners, persons or entities comprising Landlord (collectively "Landlord's Owners"), and any liability for damages or breach or non-performance by Landlord arising under or in connection with this Lease or the relationship of Landlord and Tenant hereunder shall be collectible only out of Landlord's interest in the Land and the Building in each case, as the same may then be encumbered, and no personal liability is assumed by, nor at any time may be asserted against, Landlord, Landlord's Owners or the persons or entities comprising the Landlord's Owners, or any of its or their managers, directors, officers, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Tenant.

34. No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.



35. **Tenant's Financial Statements and Credit References.** Landlord reserves the right to require Tenant and Lease Guarantor(s) to furnish to Landlord (and Tenant agrees to so furnish) prior to Lease execution and in any event as often as once per calendar year during the Lease Term with current certified company and personal financial statements as well as such Tenant's and Lease Guarantor(s)' respective most recent federal and state income tax returns and, if requested, a bank credit reference for such Tenant.

36. **Lease Guaranty.** For good and valuable consideration, this Lease (including all Exhibits or Riders hereto) and all payment and performance obligations of Tenant contained herein (including, without limitation, obligations to pay Rent and all operational and environmental warranties and indemnities) shall be and hereby are personally, unconditionally, continuously and jointly and severally guaranteed by the "Lease Guarantor(s)" (hereinabove defined and identified) either and/or by execution of this Lease or (if ever requested by Landlord) by execution of a separate guaranty instrument by such Lease Guarantor(s), it being understood and acknowledged that such guaranty is a material inducement to Landlord's execution of this Lease. This guaranty shall bind the Lease Guarantor(s) and his/her/their respective heirs, successors and assigns and shall remain in effect throughout the term of this Lease (including any renewals or extensions) and so long thereafter as any payment or element of performance or covenant by Tenant under the Lease remains outstanding. Such guaranty may be enforced against such Lease Guarantor(s) in conjunction with or apart from enforcement of the Lease against the Tenant, it being understood that Landlord's remedies and recourses against the Tenant and such Lease Guarantor(s) are cumulative, not mutually exclusive. Such Lease Guarantor(s) shall additionally be liable for all costs, expenses and reasonable attorney's fees incurred by Landlord in enforcement of this Lease or this guaranty regardless of whether suit is commenced. Landlord may, in its sole discretion, but shall not be required to notify such Lease Guarantor(s) individually of any eviction or Lease enforcement measures or proceedings Landlord may be undertaking against the Tenant hereunder.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD:

TENANT:

WONJAY GROUP, LLC, an Illinois Limited Liability Company

Runfeng Mei, Individual

By: 



Name/Title: Sarah H. Whang, Manager

Runfeng Mei

Date: 03/26/16

03/26/16



EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

LOT 5, IN EOLA CROSSING, BEING A PART OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 2002, AS DOCUMENT NUMBER R2002-93490, IN WILL COUNTY, ILLINOIS.

P.I.N.: _____

COMMONLY KNOWN AS:

B Rm

EXHIBIT "B"

FLOOR PLAN FOR LEASED PREMISES

[TO BE ATTACHED]

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EXHIBIT "C"

DESCRIPTION OF "VANILLA BOX" IMPROVEMENTS

(2400 S. Eola Rd. AURORA, ILLINOIS)

1. Landlord will construct finished perimeter walls for the space with 3-5/8" x 20 gauge steel studs @ 16" O.C. with 5/8" F.C. drywall taped and sanded.
2. Landlord will provide front and rear exterior doors with hardware and closures.
3. Landlord will provide one (1) 2' x 8' florescent light fixture per 300 sq. ft.
4. Landlord will provide a concrete floor surface ready for floor covering.
5. Landlord will furnish heating, ventilating and air conditioning system including ductwork, supply main and return main. (Cooling equivalent to 1 ton per 400 sq. ft. of sales area.)
6. Landlord will provide one fully finished completely bathroom ADA approved, per tenant.
7. Landlord will provide (1) 100-amp electrical service panel per tenant.
8. Landlord will provide a (1) 6-gallon electric domestic hot water heater per tenant.
9. Landlord will provide eight interior electrical receptacles and one electrical outlet for a 110-volt exterior fascia sign.
10. Landlord will furnish and install a fire protection system compatible with a ten (10) foot ceiling clearance, emergency lighting and exit lighting, all as required by applicable codes.

NOTE: Landlord will construct the Center and Premises and "vanilla box" improvements in substantial accordance with those certain plans and specifications dated _____, 200__ (last revised _____, 200__) prepared by _____ (the "Plans"). Landlord reserves the right to hereafter make changes and revisions to such Plans and the Center and Premises improvements provided the area and configuration of the Premises and extent and nature of such "vanilla box" improvements do not materially deviate from the Plans and above-referenced Plans. Tenant's acceptance of possession of the Premises shall be deemed to be approval of the condition of the Premises and such "vanilla box" improvements.

*****NONE OTHER*****



EXHIBIT "D"

WORK LETTER AGREEMENT

LANDLORD: WONJAY GROUP, LLC

TENANT: Runfeng Mei

PREMISES UNIT A and B
 2400 S. Eola Rd.
 AURORA, ILLINOIS

Landlord agrees with Tenant that Landlord shall construct, install and complete, at Landlord's cost and expense, the below-referenced improvements or buildout for the Premises (and no other), it being understood and agreed that any other improvements or buildout items or work not specifically identified herein shall be at Tenant's own cost and expense (subject to Landlord's prior approval of the plans, specifications, schedule and contractor(s) to be utilized for the same).

"Landlord's Work" consists of the following:

- (i) Landlord typical "vanilla box" delivery as will be specified in the Lease (including Exhibit "C" to the Lease);
- (ii) _____

- (iii) _____

****NONE OTHER****

LANDLORD'S INITIALS

TENANT'S INITIALS



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ADDENDUM

1. \$4,000.00 of the \$12,000.00 security deposit will be returned to Tenant immediately after the 1st twenty fourth (24th) month of this lease term.
2. If Tenant performs extensive remodeling of the inside of the restaurant, Base Rent will be waived for a period of time not to exceed two (2) months solely at the discretion of Landlord's. Timing of the Based Rent waiver is solely at the discretion of Landlord's. Should such remodeling project require any structural changes and tear-downs, the project plan will be reviewed with Landlord in advance for approval. Any subsequent changes will also need to be reviewed and approved by Landlord.

LANDLORD'S INITIALS



TENANT'S INITIALS

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**COMMON STOCK SALE AND PURCHASE
AGREEMENT**

THIS COMMON STOCK SALE AND PURCHASE AGREEMENT ("Agreement") is entered into as of the 15th day of March, 2016 by and between **Runfeng Mei** ("Buyer") and **Chan's Gourmet Inc., an Illinois Corporation** ("Seller").

WITNESSETH:

WHEREAS, **Simon Jiang** ("Jiang") is the owner of one hundred percent (100%) of the total common stock ("Jiang's Stock") in Seller;

WHEREAS, Buyer desires to purchase Jiang's Stock owned by Jiang and Seller desires to sell Jiang's Stock to Buyer;

WHEREAS, Seller consents to Jiang's sale of Jiang's Stock and Buyer's purchase of Jiang's Stock;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions herein contained, the parties agree as follows:

**ARTICLE I
PURCHASE AND SALE OF STOCK; PAYMENT**

Section 1.01 - Purchase and Sale. Subject to the terms and conditions and based upon the warranties and representations herein set forth, Sellers agrees to sell Jiang's Stock and Buyer agrees to purchase Jiang's Stock so that upon completion of this transaction in accordance with this Agreement,

Buyer shall be the owner of one hundred percent (100%) of the total stock in the Seller. The aggregate purchase price ("Purchase Price") for Jiang's Stock shall be **Eighteen Thousands Dollars (\$18,000)** and shall be paid as follows:

- At Closing, Buyer shall pay the sum of **\$18,000** to Seller.

Section 1.02 - Closing Date. The purchase and sale of Jiang's Stock and the execution and delivery of such other documents and instruments as are required by this Agreement ("Closing") shall take place on April 1, 2016 ("Closing Date") at a place as may be mutually agreed upon by the parties.

Section 1.03 - Closing Documents and Live Locations. At Closing and upon Buyer's delivery of such amounts as set forth herein, Sellers agrees to cause to be executed assignments of Jiang's Stock.

Section 1.04 - Lease. Seller and Buyer acknowledge and agree there is a lease for the location set forth in this Agreement and Buyer is in receipt of a copy of all said lease which is also attached hereto and incorporated herein by reference as Exhibit A. Seller represents and warrants that all the rents for the location that are subject of this agreement have been paid in full to date and that there are no outstanding balances owed to the Landlord of such location and that the lease is valid and in good standing with the Landlord and in full force and effect.

Section 1.05 - Company Consent. The Seller hereby consents to the sale of Jiang's Stock and the purchase of Jiang's Stock by Buyer.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant as follows:

Section 2.01 - Stock. All of Jiang's Stock shown as being owned by Seller are validly authorized and issued, fully paid and nonassessable, and as of the Closing, will be owned of record and beneficially by Seller.

Section 2.02 - Authority. Seller has the power and capacity to execute, deliver and perform this Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding agreement of the Seller, fully enforceable against Seller in accordance with its terms. Except as otherwise disclosed, no approvals or consents of any nature by any party or entity are necessary in connection with the transactions contemplated hereby.

Section 2.03 - Sellers' Deliveries. To the best of Seller's actual knowledge without independent inquiry, any and all documents delivered by Seller to Buyer are true and accurate copies.

Section 2.04 - Taxes. Seller hereby agrees to indemnify Buyer against, and hold Buyer harmless from any and all costs, liability, loss, damage or expense relating to the Seller's tax liabilities relating to any period prior to the Closing Date.

Section 2.05 - Absence of Liabilities. To the actual knowledge of Seller without independent inquiry or investigation, as of the date of this Agreement and Closing Date, the Stock is, free and clear of any and all liens, claims of third parties, prior pledges, hypothecations and encumbrances whatsoever, and no person or entity has any right of first refusal or any other rights with respect to the Stock or any rights derivative therefrom. And to the extent the Stock or the Seller has any outstanding liabilities or debts, Seller and **Simon Jiang** is obligated to pay such liabilities or debts.

Section 2.06 - Indemnification by Sellers. Seller agrees to indemnify and hold harmless Buyer and his successors and assigns from and against any and all claims, actions, suits, proceedings, demands, assignments, judgments, lawsuits, damages, deficiencies, expenses and costs (notice of which shall be given to Seller) which may be sustained, suffered, or incurred by Buyer or its successors or assigns before or after Closing from or by reason of Sellers' breach of warranty or Sellers' nonfulfillment of any provision contained within this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants as follows:

Section 3.01 - Access to Assets and Information. Buyer has been afforded full and complete access to all assets, books, records and all other data and information ("Seller's Information") relating or pertaining to the Seller. Seller agrees to continue to provide access to Buyer

regarding Seller's Information in the event that Buyer needs such information for tax purposes or the filing of any and all state and/or federal tax forms.

Section 3.02 - Authority. Buyer has the power and capacity to execute, deliver and perform this Agreement. This Agreement has been validly executed and delivered by Buyer and constitutes a valid and binding agreement of Buyer, fully enforceable against Buyer in accordance with its terms and no approvals or consents of any nature of any party or entity are necessary in connection with the transactions contemplated hereby.

ARTICLE IV

ADDITIONAL REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER

Section 4.01 - Survival of Representations and Warranties. All warranties and representations of the parties hereto shall be true and correct in all material respects as of the Closing and shall survive the Closing of this Agreement.

Section 4.02 - Indemnity and Defense.

- In the event that after Closing Date any claim is asserted against a party hereto as to which such party is entitled to indemnification hereunder, such party ("Indemnified Party") shall:

- within ten (10) days after receiving written notice of the commencement of any third party litigation,

- within thirty (30) days after receiving written notice of any other third party claim (e.g., an invoice, notice of assessment, etc.), or

- within a reasonable time, but not more than thirty (30) days, after becoming aware of the existence of any other claim as to which indemnification may be sought, notify the party obliged to indemnify it ("Indemnifying Party") thereof in writing. In the event the Indemnified Party shall fail to give notice of such claim aforesaid, the Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to such claim, and the Indemnified Party shall be deemed to have waived any such rights to indemnification. The Indemnifying Party shall, upon receipt of the written notice timely given, conduct at its own expense the defense against such claim in its own name, or if necessary, in the name of the Indemnified Party who shall make available to the Indemnifying Party such assistance and materials as may be reasonably requested of it, all at the expense of the Indemnifying Party, and the Indemnified Party shall have the right to compromise and settle the claim only with prior written consent of the Indemnifying Party. Any judgment entered or settlement agreed upon in the manner provided herein shall be binding upon the Indemnifying Party and shall

conclusively be deemed to be an obligation with respect to which the Indemnified Party is entitled to indemnification hereunder.

- If the Indemnifying Party assumes the defense of any such claim, proceeding or litigation as set forth in Section 4.02(a), the obligations of the Indemnifying Party as to such claim

shall be limited to taking all steps necessary in the defense or settlement of such claim, proceeding or litigation resulting therefrom and to holding the Indemnified Party harmless from and against any and all losses, damages and liabilities caused by or arising out of any settlement approved by the Indemnifying Party or any judgment in connection with such claim or proceeding or litigation resulting therefrom. The Indemnified Party may participate, at its sole expense, in the defense of such claim, proceeding or litigation provided that the Indemnifying Party shall direct and control the defense of such claim, proceeding or litigation. The Indemnifying Party shall not, in the defense of such claim or any proceeding or litigation resulting therefrom, consent to entry of any judgment or enter into any settlement except with the written consent of the Indemnified Party, which consent shall not be unreasonably withheld, which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such claim, proceeding or litigation.

- If the Indemnifying Party shall not assume the defense of any such claim, proceeding or litigation resulting therefrom, the Indemnified Party may defend against such claim, proceeding or litigation in such manner as it may deem appropriate. The Indemnified Party shall provide written notice to the Indemnifying Party of any proposed settlement of such claim, proceeding or litigation.

Section 4.03 - Taxes. Each party hereto shall be responsible for their respective tax consequences resulting from this transaction.

ARTICLE V CONDITIONS PRECEDENT TO CLOSING

The obligations of the parties to be performed at the Closing shall be subject to the satisfaction prior thereto or simultaneously therewith of the following conditions, unless such condition is waived by a writing signed by the parties hereto:

Section 5.01 - Representations and Warranties Correct. All representations and warranties of the parties contained in this Agreement or the exhibits or the documents described herein or otherwise made in writing pursuant to this Agreement shall be true and correct at the Closing.

Section 5.02 - Compliance with Agreement. The parties shall have performed and complied with all of the covenants, agreements, obligations and conditions required by this Agreement to be performed or complied with by the parties at or prior to the Closing.

ARTICLE VI DEFAULT

Section 6.01 - Seller Default. In the event of the failure of Seller to perform the obligations imposed upon them by this Agreement, Buyer may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Seller is deemed in default and Buyer may take any and all remedy allowed by law.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.01 - Rights of Third Parties. Except as otherwise provided in this Agreement, nothing in this Agreement whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to the Agreement and their respective successors, legal representatives and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provisions give any third persons any rights of subrogation or action over or against any party to this Agreement.

Section 7.02 - Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable in the case of contracts made and to be performed in such state. Seller and Buyer agree that all actions or proceedings in any manner arising out of or are related to this Agreement or the transactions contemplated hereby shall be litigated in a court having a situs within the County of Cook and State of Illinois, and the parties hereto consent and submit to the jurisdiction of such courts.

Section 7.03 - Waiver and Extensions. No term or provision hereof shall be deemed waived and no performance shall be excused hereunder unless prior waiver or consent shall be given in a writing signed by the party against whom the provision is to be enforced. Any waiver of any default by any of the parties shall not constitute a waiver of the same or different default on a separate occasion.

Section 7.04 - Costs and Attorneys' Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Section 7.05 - Assignment. No party may assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement.

Section 7.06 - Binding Effect. This Agreement shall inure to the benefit of and be binding on and enforceable against the parties and their heirs, legal representatives, successors and approved assigns.

Section 7.07 - Further Documentation. The parties hereto agree that each shall execute and deliver all documents and take all further action reasonably necessary to carry out the terms of this Agreement including, but not limited to, any documents needed by the Illinois Gaming Board, any assignments related to the properties, any documents needed by any municipality in connection with a liquor license.

Section 7.08 - Entire Agreement. This Agreement, together with all attached exhibits, constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written agreements, proposals, letters of intent, memoranda and understandings, and this Agreement may not be modified or waived except by a writing executed by all parties hereto.

Section 7.09 - Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

Section 7.10 - No Strict Construction. The language used herein shall be deemed to be the language approved by both of the parties, and no rule of strict construction shall apply.

Section 7.11 - Headings. The headings in this Agreement are for convenience only and the text of the sections shall control.

Section 7.12 - Execution in Counterparts and Copies. This Agreement may be executed in one or more counterpart signature pages (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 7.13 - Transaction Expenses. Each party hereto shall be responsible their respective attorneys' fees and/or other expenses incurred in connection with negotiating, preparing for, and closing the purchase and sale transaction contemplated herein.

Section 7.14 - Notices. All notices, consents, approvals, acceptances, demands, waivers and other communications (each a "Notice") required or permitted hereunder must be in writing and must be sent by (i) personal delivery, (ii) certified mail, return receipt requested, (iii) for next day delivery by nationally recognized overnight delivery service that provides evidence of the date of delivery, or (iv) facsimile transmission or electronic mail sent to the intended addressee at the address set forth below, provided that a copy of the facsimile or electronic mail also is sent to the intended addressee by one of the means described in clauses (i) through (iii) above, in any case with all charges prepaid, addressed to the appropriate party at its address listed below. If a Notice is transmitted by electronic mail and the addressee responds thereto by electronic mail, such response shall be deemed to constitute receipt by the addressee and it shall not be necessary to send an original of the electronic mail communication by the means described in clauses (i) through (iii) above:

If to Sellers: **Simon Jiang**

If to Buyer: **Runfeng Mei**

Any party may change its notice address or designated recipient by giving ten (10) days advance notice to each other party. Any party may send any Notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means, but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. All Notices given in accordance with this Section will be deemed to have been received two (2) business days after having been deposited in any mail depository regularly maintained by the United States Postal Service, if sent by certified mail, on the date delivered if by personal delivery, facsimile, or electronic mail, or one (1) business day after having been deposited with a nationally recognized overnight delivery service, if sent by overnight delivery, or on the date delivery is refused, as indicated on the return receipt or the delivery records of the delivery service, as applicable.

Section 7.15 - Nondisparagement. After the Closing Date, neither Buyer nor Seller will disparage the other party or any of other party's affiliates, shareholders, directors, officers, employees or agents.

Section 7.16 - Confidential Nature of Information. Buyer and Seller agree that each party will treat in confidence all documents, materials and other information which it shall have obtained regarding the other party(ies) during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be communicated to any third person (other than, in the case of Buyer, to its counsel, accountants, financial advisors or lenders, and in the case of Seller, to their counsel, accountants or financial advisors). No other party shall use any confidential information in any manner whatsoever. The obligation of each party to treat such documents, materials and other information in confidence shall not apply to any information which

(i) is or becomes available to such party from a source other than such party, (ii) is or becomes available to the public other than as a result of disclosure by such party or its agents, (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed, or (iv) such party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

Simon Jiang

Chan's Gourmet Inc.,
An Illinois Corporation

By: 

Its President

3/26/16

BUYER:

Runfeng Mei

By: 

03/26/16

CONSENT

Chan's Gourmet Inc. an Illinois Corporation, hereby consents to the terms of the foregoing Stock Sale and Purchase Agreement, agree to comply with its terms and agrees to be bound thereby.

COMPANY:

Chan's Gourmet Inc.,
an Illinois Corporation

By: 

President

3/26/16

Exhibit A
[See Attached Lease]

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

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

File #: **68919924**

Approved By: JXR

FILED
FEB 07 2013
Jesse White
Secretary of State

1. Corporate Name: CHAN'S GOURMET INC.

2. Initial Registered Agent: MARK W LEUNG
First Name Middle Initial Last Name

Initial Registered Office: 315 W 23RD ST
Number Street Suite No.
CHICAGO IL 60616-1905 COOK
City ZIP Code County

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	100000	2000	\$ 2000

NAME & ADDRESS OF INCORPORATOR

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

Dated FEBRUARY 07, 2013 2857 S EMERALD AVE
Month & Day Year Street
SIMON JIANG CHICAGO IL 60616
Name City/Town State ZIP Code

MINUTES OF MEETING OF THE BOARD OF DIRECTORS

The Board of Directors of
CHAN'S GOURMET INC.

held its meeting At
2400 S EOLA ROAD, AURORA, IL 60504

on
April 1st, 2016

The following directors, marked as present next to their names,
were in attendance at the meeting and constituted a quorum
of the Board:

Simon Jiang [x] Present [] Absent

Runfeng Mei [x] Present [] Absent

Secretary: Runfeng Mei

APPOINTMENT OF OFFICERS

Upon motion, the following persons were unanimously appointed
to the following officers :

- President: Runfeng Mei
- Treasurer: Runfeng Mei
- Secretary: Runfeng Mei
- Director: Runfeng Mei

ORIGINAL SHARHOLDER AGREEMENT

Upon motion duly made and seconded, it was

Runfeng Mei shall hold 100% of shares in the corporation.


Corporation Secretary

04/01/2016
Date

**CHAN 'S GOURMET INC
STOCK TRANSFER LEDGER
(SHARE REGISTER)**

Certificate Number	Issued to Shareholder and Address	Number of Shares	Original Date of Issuance	Transferred from	Cancelled	Transferred to
1	Simon Jiang 2857 S. Emerald Chicago, IL 60616	2000	2/7/2013			Runfeng Mei
2	Runfeng Mei 4641 S ALBANY AVE CHICAGO, IL 60632	2000	4/1/2016	Simon Jiang		
3						
4						
5						
6						
7						

Simon Jiang

Runfeng Mei

SHARES 2000

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS

NUMBER 1



CHAN'S GOURMET INC

TOTAL AUTHORIZED ISSUE
2,000 Shares COMMON STOCK

See Reverse for
Certain Definitions

This is to Certify that Runfeng Mei is the owner of

Two thousand *fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.*

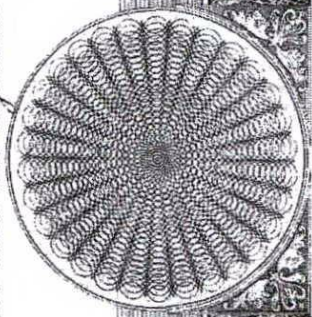
Witness,

Runfeng Mei

SECRETARY

Runfeng Mei

PRESIDENT



The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common UNIF TRANSFERS MIN ACT.....Custodian
 - TEN ENT - as tenants by the entireties (Cust) (Minor)
 - JT TEN - as joint tenants with right of survivorship and not as tenants in common under Uniform Transfers to Minors Act..... (State)
- Additional abbreviations may also be used though not in the above list

For value received the undersigned do hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty box for Social Security or other identifying number]

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE)

Runfeng Mei

4641 S ALBANY AVE, CHICAGO, IL 60632

Two thousand

Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint

Runfeng Mei

Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated 04/01 2016

In presence of

Runfeng Mei

CHAN'S GOURMET INC

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Form **BCA-4.15/4.20**

Illinois
Application to Adopt an
Assumed Corporate Name
Business Corporation Act

FILE # 68919924

Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-9520
www.cyberdriveillinois.com

Filing Fee: 120.00
Approved: JXR

FILED
Mar 31, 2016
Jesse White
Secretary of State

1. Corporate Name: CHAN'S GOURMET INC.
2. State of Incorporation: ILLINOIS
3. Date Incorporated/Qualified: 02/07/2013

4. Corporation intends to adopt and to use the assumed corporate name of:
LUCKY PANDA
5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until 02/01/2020, the first day of the corporation's anniversary month in the next year evenly divisible by five.

6. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Date: Mar 31, 2016

Exact Name of the Corporation:
CHAN'S GOURMET INC.

RUNFENG MEI
Authorized Officer's Name

PRESIDENT
Title

Form **BCA-4.15/4.20**

Illinois
Application to Adopt an
Assumed Corporate Name
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5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until 02/01/2020, the first day of the corporation's anniversary month in the next year evenly divisible by five.

6. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Date: Mar 31, 2016

Exact Name of the Corporation:
CHAN'S GOURMET INC.

RUNFENG MEI
Authorized Officer's Name

PRESIDENT
Title

BASSET Card



November 30, 2015



Letter ID: L0686251488

MEI RUNFENG
4641 S. ALBANY
CHICAGO IL 60632

License No.: 5A-1125525
Expiration Date: 10/3/2018
License Type: Basset Card

Your "Student ID number" is: 129

Your "Trainer's ID number" is: 5A-1125525

Your BASSET Card is located BELOW

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

IMPORTANT:

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

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

Date of Certification: 10/3/2015 Expires: 10/3/2018
Trainer's IL Liquor License Number: 5A-1125525

MEI RUNFENG
4641 S. ALBANY
CHICAGO IL 60632

****Card is not transferrable****

The seal of the Illinois Liquor Control Commission, featuring an eagle with wings spread, perched on a shield, surrounded by the text "ILLINOIS LIQUOR CONTROL COMMISSION" and "AUG 28 1918".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2016

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

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

PRODUCER
MAX GROUP & ASSOCIATES
3557 S Halsted St
Chicago, IL 60609

CONTACT NAME:
PHONE (A/C No, Ext): **(773) 376-1000** FAX (A/C, No) **(773) 376-8389**
E-MAIL ADDRESS **mail@maxgroupins.com**

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A Illinois Casualty Company	
INSURER B	
INSURER C	
INSURER D	
INSURER E	
INSURER F	

INSURED
Chan's Gourmet Inc
DBA Lucky Panda
2400 S Eola Rd
Aurora, IL 60507

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BP34757	03/01/16	03/01/17	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>							DAMAGE TO RENTED PREMISES (Ea occurrence)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per person)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident)	\$
A	Liquor Liability			LL96446	03/01/16	03/01/17	PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							WC STATUTORY LIMITS	OTHER
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$
							\$1,000,000 Included	

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

CERTIFICATE HOLDER
State of Illinois
Liquor Control Commission

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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