



CITY OF AURORA, ILLINOIS LIQUOR LICENSE APPLICATION



ALL INFORMATION ON THIS FORM MUST BE COMPLETED IN BLACK INK, PRINTED OR TYPED AND SUBMITTED TO THE CITY CLERK'S OFFICE, 44 E. DOWNER PLACE, AURORA, IL

LICENSE YEAR: ___/___/___ TO ___/___/___

I. APPLICANT INFORMATION

APPLICANT / CORPORATE NAME RASHID H. SIDDIQUI / ASRR CORPORATION
 D/B/A NAME 7-11 # 33064
 BUSINESS LOCATION ADDRESS 2411 SULLIVAN RD, AURORA, IL 60506
 BUSINESS PHONE () 630 907 4591 FAX NUMBER () _____
 APPLICANT'S REPRESENTATIVE _____
 REPRESENTATIVE'S PHONE () _____ CELL _____
 E-MAIL ADDRESS FOR CONTACTING BUSINESS rsiddiqui@hotmail.com

OFFICIAL USE ONLY

REQUIREMENTS - NEW APPLICATIONS:

- APPLICATION FEE \$250
- BIS (BUSINESS INFORMATION SHEET) ✓
- FDF (FINANCIAL DISCLOSURE FORM) ✓
- CERTIFICATE OF REGISTRATION (FOOD & BEVERAGE TAX) *Revenue & Collections* ✓
- CERTIFICATE OF OCCUPANCY *630-256-3130? (Building & Permits)* ✓
- CERTIFICATE OF INCORPORATION
- PIF (PERSONAL INFORMATION FORMS) \$50/ (BACKGROUND CHECKS) *ea mgr or owner*
- SEATING CHART (DRAWN TO SCALE) *NA* (MUST INCLUDE OUTDOOR SEATING, IF PLANNED) ✓
- PROBATIONARY AGREEMENT / MANAGEMENT PLAN
- OTHER _____

REQUIREMENTS - NEW & RENEWAL APPLICATIONS:

- COPY OF LEASE / PROOF OF OWNERSHIP
- COPY OF DRAM SHOP INSURANCE (LIQUOR LIABILITY INSURANCE)
- COUNTY HEALTH DEPT. CERTIFICATE
- COPY OF MENU, IF APPLICABLE
- COPY OF STATE LIQUOR LICENSE
- COPY OF STATE-CERTIFIED BEVERAGE ALCOHOL SELLERS/SERVERS TRAINING CERTIFICATES
- OTHER _____

NOTES: Need copy of agreement btw 7-11 Corporate & ASRR Corp.
: ↑ dram shop
: receipt for bond OK

APPROVED
 DENIED
 DATE OF APPROVAL / DENIAL _____

 MAYOR / LIQUOR CONTROL COMMISSIONER

DATE RECEIVED 9/23/15
 DATE ISSUED Resubmitted 3/24/16

II. BUSINESS INFORMATION

Business Name 7-ELEVEN
 Business Address 2411 SULLIVAN RD AURORA, IL 60506
 Employer Identification Number (EIN) 36-412564
 Website _____

DESCRIPTION OF BUSINESS FACILITY

| Total Area (square feet) | Entertainment Area (square feet) | Kitchen Area (square feet) | Number of Seats at Tables | Number of Parking Spaces |
|--------------------------|----------------------------------|----------------------------|---------------------------|--------------------------|
| 3000 | N/A | N/A | N/A | |

III. LIQUOR LICENSE CLASSIFICATION

Select the classification of liquor license you are applying / re-applying for from the listing of classifications below. See Sec. 6-8 of the City of Aurora Liquor Ordinance for a description of each license classification and its particular requirements.

- CLASS A - Tavern \$2,070.00
- CLASS B - Fraternal Society or Club \$2,070.00
- CLASS C - Package Liquor \$1,815.00
- CLASS D-1 - Metropolitan Exposition and Auditorium \$1,815.00
- CLASS D-2 - Theatrical-Arts Facility \$1,815.00
- CLASS E - Restaurant \$2,070.00
- CLASS F - Beer and Wine Restaurant \$1,815.00
- CLASS F-1 - Beer and Wine Restaurant with Package Sales \$2,000.00
- CLASS G - Package Beer and Wine \$1,650.00
- CLASS H - Golf Course / Club House \$2,070.00
- CLASS I - Specialty Basket \$550.00
- CLASS J - Hotel (Full Service) \$2,070.00
- CLASS K - Catering \$825.00
- CLASS L - Riverboat Facility \$2,070.00
- Members-only Lounge*
- \$4,140.00
- CLASS M - Hotel (Limited Service) \$2,070.00
- CLASS N - Specialty Package \$1,815.00

IV. PREVIOUS LIQUOR LICENSES

N/A

1. Starting with the most recent, list any business that was owned or operated by the applicant within the past ten (10) years that possessed a liquor license. If more space is needed, please attach a separate sheet.

Business Name: _____ N/A _____

Address: _____

Phone: _____ Date Owned (mm/yy - mm/yy) _____

Liquor License Number: _____

Business Name: _____

Address: _____

Phone: _____ Date Owned (mm/yy - mm/yy) _____

Liquor License Number: _____

2. Have any liquor licenses issued to the applicant been revoked or suspended? Yes No
If Yes, proceed to Question 2A. If more space is needed, please attach a separate sheet.

2A. Name: _____ Name of Business: _____

Address: _____

Date License Held (mm/yy - mm/yy): _____ Date of Revocation: _____

Reason(s) for Revocation of License: _____

3. Has any director, officer, shareholder, or any of your managers ever held a liquor license (wholesale or retail) that was revoked by the federal, state, or local government? Yes No
If Yes, proceed to Question 3A. If more space is needed, please attach a separate sheet.

3A. Name: _____ Name of Business: _____

Position with Business: _____

Date License Held (mm/yy - mm/yy): _____ Date of Revocation: _____

Reason(s) for Revocation of License: _____

4. Has any director, officer, shareholder, or any of your managers ever been denied a liquor license from any jurisdiction? Yes No **If Yes, proceed to Question 4A. If more space is needed, please attach a separate sheet.**

4A. Name: _____ Name of Business: _____

Position with Business: _____

Date of Denial _____

Reason(s) for Denial of License: _____

V. BUSINESS ORGANIZATION INFORMATION

TYPE OF BUSINESS: Sole Proprietor Partnership LLC Corporation Non-Profit

For LLC, Corporation or Non-Profit organizations, proceed to Question C.

A. Name of Sole Proprietor: _____

D/B/A (Doing Business As) Name: _____

B. Name of ALL Partners (If more space is needed, please attach separate sheet): _____

C. Corporation Name: ASRR CORPORATION

Corporate Registered Agent / Contact: _____

Corporate Headquarters Address: 412 N SALEM DR. SCHAUMBURG, IL 60194

Corporate Phone: 847 884 8538 Corporate Contact Cell Phone: 847 533 8538

State of Incorporation: ILLINOIS Date of Incorporation: 10/9/1996

VI. OWNER / MANAGER INFORMATION

Please provide the below-requested information as follows:

Sole Proprietor or Partnerships - ALL owner(s) and partner(s)

Corporations - ALL director(s) and officer(s)

If more space is needed, please attach a separate sheet.

Name: RASHID H. SIDDIQUI

Position with Business: PRESIDENT % of Ownership: 100

Social Security Number: _____ Date of Birth: _____

Driver's License Number: _____ Place of Birth: KARACHI - PAKISTAN

Home Address: SCHAUMBURG IL 60194

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Name: N/A

Position with Business: _____ % of Ownership: _____

Social Security Number: _____ Date of Birth: _____

Driver's License Number: _____ Place of Birth: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Name: N/A

Position with Business: _____ % of Ownership: _____

Social Security Number: _____ Date of Birth: _____

Driver's License Number: _____ Place of Birth: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

2. OWNERS / PARTNERS / DIRECTORS / OFFICERS (Continued):

Name: _____ N/A _____
Position with Business: _____ % of Ownership: _____
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: _____
Home Address: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: _____

Name: _____
Position with Business: _____ % of Ownership: _____
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: _____
Home Address: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: _____

VII. MANAGER, ASSISTANT / SECONDARY MANAGER / COOK INFORMATION

ALL Managers and an Assistant or Secondary Manager MUST Submit to a background check.

For Class E-Restaurant, Class F and Class F-1-Beer and Wine Restaurant applications, provide the name and address of the cook or chef responsible for duties as outlined in the City Liquor Ordinance.

Manager's Name: RASHID H. SIDDIQUI
Position with Business: MANAGER & CORP. PRESIDENT % of Ownership: _____
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: KARACHI, PAKISTAN
Home Address: SCHAUMBURG, IL 60194
Home Phone: _____ Cell Phone: _____
E-mail Address: _____

Manager's Name: _____
Position with Business: _____ % of Ownership: _____
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: _____
Home Address: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: _____

Cook / Chef's Name: _____
Home Address: _____

VIII. CORPORATION / PREMISES QUESTIONS

| | |
|---|--------------------------------------|
| <p>1. Have you attached a copy of your corporation's Certificate of Incorporation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If your corporation is incorporated in another state other than the State of Illinois, please attach a copy of the document pursuant to which the corporation is qualified to transact business in Illinois under the Illinois Business Corporation Act.</p> | |
| <p>2. Has the corporation ever been dissolved either voluntary or involuntary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state of date of reinstatement.</p> | |
| <p>3. Is the corporation a subsidiary of a parent corporation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state the parent corporation's name.</p> | |
| <p>4. Is the corporation obligated to pay a percentage of profits to a parent corporation or any person or entity not listed as a shareholder above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, explain.</p> | |
| <p>5. How long has the corporation been in the business of the retail sale of alcohol (years/months)?</p> | |
| <p>6. Does the corporation own or lease the building or the space in which the business is located? <input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease If you lease the premises, a copy of the lease must be attached to this application.</p> | |
| <p>7. If the building is not owned, what is the expiration date of the lease?</p> | |
| <p>8. Do you have or intend to have a management contract with another entity or person, who is not a bona fide employee, to manage the licensed business for you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state the name and address of the manager or management company. A management company affidavit must accompany this application.</p> | |
| <p>9. If this is a new license application, what kind of business was previously conducted in the space in which you intend to operate your business?</p> | <p>CONVENIENCE FOOD AND GASOLINE</p> |
| <p>10. State the estimated value of goods, wares and merchandise to be used in the course of business.</p> | <p>\$ 90,000</p> |
| <p>11. Has any director, officer, shareholder, or any of your managers ever been found guilty of a felony or misdemeanor, including but not limited to any gambling offense and any alcohol related traffic offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, explain the charge, date, city, and state where the charge was brought, and the disposition. This must include all findings of guilty, whether subsequently vacated or not, whether expunged or not, and shall specifically include any orders of court supervision, whether satisfactorily completed or not.</p> | |
| <p>12. Does the director, officer, shareholder, or any of your managers hold any law enforcement office? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state the person's name, title and agency.</p> | |

| | |
|--|--|
| <p>13. Other than when making an initial application for a license, has your corporation or any predecessor to or subsidiary or parent of your corporation ever been subject to charges, hearing, or investigation by any jurisdiction with respect to a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, list each and every charge, the date of the charge, the eventual disposition of the charge, and the municipality or other jurisdiction bringing the charge. If no charges were filed, state the reason(s) for the investigation or hearing.</p> | |
| <p>14. Is the premises within 100 feet of a church, grade school, middle school, alternative school or high school, hospital, or home for the indigent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>15. If applicant is applying for a Class B - Fraternal Society or Club Liquor License: <i>N/A</i></p> <p>A. How many dues-paying members to you have? _____ (Attach a listing of members' names and addresses.)</p> <p>B. Does your club have the qualifications described in the Illinois Act and the City of Aurora Liquor Ordinance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | |
| <p>16. Does your establishment have entertainment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list each form of entertainment you will be holding (i.e. bands / solo acts, DJ's, etc.)</p> | |
| <p>17. Do you employ security? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Only when entertainment is held</p> <p>If Yes, do you:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Hire Private Security Company <input type="checkbox"/> Use On-staff Employees <input type="checkbox"/> Hire Off-duty Police Officers <input type="checkbox"/> Combination of the Above <p>If you hire a Private Security Company, please provide the company name and contact person.</p> | |
| <p>18. For Class E-Restaurant, Class F, and Class F-1-Beer and Wine Restaurant applications, provide a copy of menu with application. <i>N/A</i></p> | |
| <p>19. For Class E-Restaurant, Class F, and Class F-1-Beer and Wine Restaurant applications, provide a drawing, drawn to scale, of the layout of tables and chairs as they will be positioned in your restaurant. The drawing should include all bars, stages, dance floors, amusement devices, and kitchen area(s). <i>N/A</i></p> | |
| <p>20. Is the applicant required by the City of Aurora Liquor Ordinance to prepare and serve food for consumption on the licensed premises? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If YES, please attach a copy of your current County Health Department Certificate.)</p> | |
| <p>21. Proof of Dram Shop (Liquor Liability) Insurance is mandatory and required to be on file with the Liquor License Application. (Please attach a copy of the insurance policy to this application.)</p> | |
| <p>22. Proof of satisfactory completion of a state-certified beverage alcohol sellers and service education and training program for all persons who serve or sell alcoholic beverages pursuant to your license is mandatory and required to be on file with the Liquor License Application. (Please attach a copy of all employees' certificates, if you have not already submitted same to the City Clerk's Office.)</p> | |
| <p>24. Has the applicant completed and filed a Certificate of Registration Application and produced appropriate bond pursuant to Sec. 124 of Chapter 44 of the Aurora Code of Ordinances (Food & Beverage Tax)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | |
| <p>26. All NEW applications received after June 8, 2010 are subject to the Liquor License Probationary Agreement / Management Plan. If this a NEW application, has the applicant read, signed, and kept a copy of said Probationary Agreement / Management Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (This requirement does not apply to renewal applications.)</p> | |

IX. AFFIDAVIT

I, first being duly sworn, under oath, deposes and say that I am an applicant for the license requested in the foregoing Application; that I am of good repute, character, and standing, and that answers to the questions asked in the foregoing Application are true and correct in every detail. I further state that I have read and understand the Code provisions in the City of Aurora's Liquor Ordinance. I further agree not to violate any of the laws of the United States, the State of Illinois or any of the ordinances of the City of Aurora. In the conduct of my place of business.

I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT, OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT, NON-RENEWAL, OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.

I further give my permission to the City of Aurora or any agency thereof to check with any agency or individual named or referred to in this Application to verify or clarify any answer that I have given.

CORPORATE / LLC SIGNATURES

INDIVIDUAL / PARTNERSHIP SIGNATURES

Roshid Seddiquy

President

Rotana Seddiquy

Secretary

9/21/15

Date

Signature

Signature

Date

Signed and sworn to before me this 21st day of September, 2015.

[Signature]
Notary Public



PART 3 FINANCING IDENTIFY THE SOURCE(S) OF THE FUNDS USED TO PAY FOR THE EXPENSES LISTED IN PART 2

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

| Account Number | Financial Institution | Date Opened | Signatories on Account | Current Balance | Drawn for Business |
|----------------|-----------------------|-------------|------------------------|-----------------|--------------------|
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |

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

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

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

| Account Number | Financial Institution | Date Opened | Signatories on Account | Current Balance | Drawn for Business |
|----------------|-----------------------|-------------|------------------------|-----------------|--------------------|
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |

Total dollar amount drawn from personal accounts: **b** \$

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

c LOANS FROM FINANCIAL INSTITUTIONS Identify any loans from financial institutions used to fund Expenses, Part 2

| Account Number | Financial Institution | Loan Date | Loan Term | Co-signers of Loan | Loan Amount |
|----------------|-----------------------|-----------|-----------|--------------------|-------------|
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |

Total dollar amount loaned by financial institutions: **c** \$

d LOANS FROM INDIVIDUALS Identify any loans from individuals used to fund Expenses, Part 2

| Name of Individual | Loan Date | Source of Funds for Loan | % Investment | Loan Amount |
|--------------------|-----------|--------------------------|--------------|-------------|
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |

Total dollar amount loaned by individuals: **d** \$

e SECURITIES Identify any securities (stocks, bonds, CODs, etc.) sold to fund Expenses, Part 2

| Name of Security | Buy Date | Sell Date | # of Shares | Price | Ticker | Amount Invested |
|------------------|----------|-----------|-------------|-------|--------|-----------------|
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |

Total dollar amount drawn from the sale of securities: **e** \$

f GIFTS FROM INDIVIDUALS Identify any gifts from individuals used to fund Expenses, Part 2

| Name of Giver | Date of Gift | Source of Funds or Gift | # Investment | Amount |
|---------------|--------------|-------------------------|--------------|--------|
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |

Total financing from gifts: **f** \$

g GIFTS/GRANTS FROM INSTITUTIONS Identify any gifts and/or grants from institutions used to fund Expenses, Part 2

| Institution | Address (Street, City State) | Contact Name & Phone | Grant Date | Amount Gifted |
|-------------|------------------------------|----------------------|------------|---------------|
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |

Total money received from institutional gifts and/or grants: **g** \$

h OTHER FINANCING Identify any other financing (credit cards, etc.) used to fund Expenses, Part 2

| Description of Financing | Amount Financed |
|--------------------------|-----------------|
| | \$ |
| | \$ |
| | \$ |

Total money drawn from other financing: **h** \$

= FINANCING TOTALS Sub-total all funds (sections a-h) used to fund Part 2

| | | | |
|-----------------------------------|-------------|---|-------------|
| Business Accounts | a \$ | Gifts from Individuals | f \$ |
| Personal Accounts | b \$ | Gifts/Grants from Institutions | g \$ |
| Loans from Financial Institutions | c \$ | Other Financing | h \$ |
| Loans from Individuals | d \$ | TOTAL BUSINESS FINANCING (a-h)* | = \$ |
| Securities | e \$ | *Should be equal to or greater than total amount of expenses listed in Part 2 | |

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

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

Signature of Applicant: Rashid Suddes Date: 9-21-15
 Subscribed to and sworn to before me this 21 day of September, 2015
 Notary Public in and for said County and State



PA

CITY OF AURORA, ILLINOIS PROBATIONARY AGREEMENT / MANAGEMENT PLAN



FORM REQUIRED: CITY OF AURORA LIQUOR ORDINANCE SEC. 6-5. APPLICATION FOR LICENSE.

(i) UPON APPROVAL OF THE APPLICATION AND ISSUANCE OF ANY NEW LIQUOR LICENSE, THE LICENSEE WILL BE PLACED ON A ONE-YEAR PROBATION PERIOD. DURING SAID PROBATIONARY PERIOD, IF THE LICENSEE VIOLATES ANY SECTION OF THE LIQUOR ORDINANCE, AS SPECIFIED IN A PROBATIONARY AGREEMENT THAT INCLUDES A MANAGEMENT PLAN PUT FORTH TO THE LICENSEE PRIOR TO THE ISSUANCE OF A LICENSE, A LIQUOR HEARING WILL BE CALLED AND THE LICENSE MAY BE REVOKED IMMEDIATELY, WITH NO PROGRESSIVE DISCIPLINE REQUIRED.

PROBATIONARY AGREEMENT / MANAGEMENT PLAN

APPLICANT / CORPORATE NAME

RASHID H. SIDDIQUI / ASRR CORPORATION

D/B/A NAME

7 - ELEVEN

LOCATION ADDRESS

2411 SULLIVAN ROAD, AURORA, IL 60506

PLANNED DAYS / HOURS OF OPERATION

| | | | | | | | |
|-------------------------------------|-----------|------|------|-------------|----|------|-------------|
| <input checked="" type="checkbox"/> | SUNDAY | FROM | 7.00 | A.M. / P.M. | TO | 7.00 | A.M. / P.M. |
| <input checked="" type="checkbox"/> | MONDAY | FROM | 7.00 | A.M. / P.M. | TO | 7.00 | A.M. / P.M. |
| <input checked="" type="checkbox"/> | TUESDAY | FROM | 7.00 | A.M. / P.M. | TO | 7.00 | A.M. / P.M. |
| <input checked="" type="checkbox"/> | WEDNESDAY | FROM | 7.00 | A.M. / P.M. | TO | 7.00 | A.M. / P.M. |
| <input checked="" type="checkbox"/> | THURSDAY | FROM | 7.00 | A.M. / P.M. | TO | 7.00 | A.M. / P.M. |
| <input checked="" type="checkbox"/> | FRIDAY | FROM | 7.00 | A.M. / P.M. | TO | 7.00 | A.M. / P.M. |
| <input checked="" type="checkbox"/> | SATURDAY | FROM | 7.00 | A.M. / P.M. | TO | 7.00 | A.M. / P.M. |

ENTERTAINMENT

ENTERTAINMENT WILL BE HELD ON THE PREMISES. YES NO

IF YES, WHAT TYPE(S) OF ENTERTAINMENT WILL BE HELD (LIVE MUSIC, D.J., DANCING, COMEDY CLUB, ETC.):

PLEASE SPECIFY DAYS AND TIMES THAT ENTERTAINMENT IS PLANNED.

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

SECURITY

WILL PRIVATE SECURITY BE HIRED FOR YOUR BUSINESS? YES NO

IF YES, WILL PRIVATE SECURITY BE HIRED ONLY WHEN ENTERTAINMENT IS HELD? YES NO

NAME OF PRIVATE SECURITY COMPANY TO BE HIRED

ADDRESS OF PRIVATE SECURITY COMPANY

CONTACT PERSON FOR PRIVATE SECURITY COMPANY

CONTACT PERSON PHONE NUMBER FOR PRIVATE SECURITY COMPANY



AFFIDAVIT

BY SIGNING THIS PROBATIONARY AGREEMENT, THE UNDERSIGNED AFFIRMS THAT HE/SHE UNDERSTANDS IF THE BUSINESS IS FOUND TO BE IN VIOLATION OF ANY SECTION OF THE LIQUOR ORDINANCE WITHIN THE FIRST YEAR OF OPERATION, A LIQUOR HEARING MAY BE HELD AND THE LIQUOR LICENSE ISSUED MAY BE REVOKED WITHOUT PROGRESSIVE DISCIPLINE BEING INSTITUTED.

Rostind Sedchey
PRESIDENT / OWNER

9-21-15
DATE

Rokume Siddiqui
SECRETARY / OWNER

9-21-15
DATE

RECEIPT

I HAVE RECEIVED A COPY OF THE PROBATIONARY AGREEMENT / MANAGEMENT PLAN THAT HAS BEEN SIGNED BY THE PRESIDENT AND SECRETARY / OWNER(S) OF THE BUSINESS. ONE COPY OF AGREEMENT WILL BE PLACED IN THE LICENSEE'S FILE IN THE CITY CLERK'S OFFICE.

PRESIDENT / OWNER

DATE

SECRETARY / OWNER

DATE

CITY CLERK'S OFFICE

DATE



CITY OF AURORA, ILLINOIS BUSINESS INFORMATION SHEET



Type of PRE-Application Liquor License Hotel / Motel License

Business Entity Information

Type of Business Sole Proprietor Partnership LLC Corporation Non-Profit

Legal Name of Business

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

ASRR CORPORATION DBA 7-ELEVEN
For Sole Proprietors, this is the full name of the business owner as it appears on the Sole Proprietor's government-issued photo ID.

"Doing Business As" Name

The exact "Doing Business As" (DBA) Name as it appears in the official business formation documentation.

7-ELEVEN
Sole Proprietors or Partnerships conducting business in Illinois under an assumed name (a name other than your own) are required to file for an Assumed Name Certificate with the Kane County Clerk's Office at 217 S. Batavia Avenue, Geneva, IL.

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

State of Illinois File # **59074571** Assigned by the Illinois Secretary of State at 69 W. Washington St., Suite 1240, 312.793-3380 or www.cyberdriveillinois.com/departments/business_services/

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

Employer Identification # **36-4125764**

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

(formerly IBT #) IDOR Account # **2845-0906**

Business Activity and Location

Business Activity

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

Convenience Food items, beverages, hot foods and gasoline

Business Site Address

Provide the full business location address where the business transactions and /or activities occur. If applicable, provide the extended address (e.g. 100-102 N. Main Street)

2411 SULLIVAN RD.
Street Number(s) N/S/E/W Street Name Ave./St. Ste./Apt. #
AURORA IL 60506
City State ZIP Code

Square footage used by the business: **3,000** SQ. FT. Number of employees at this site: **09**

Primary Contact Person

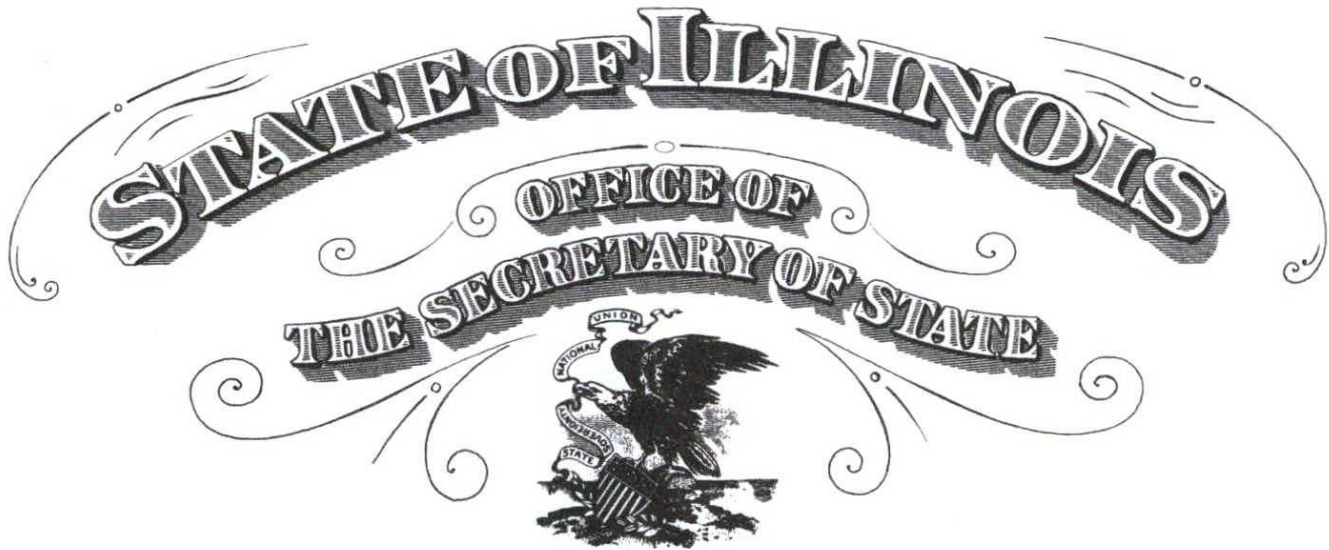
RASHID H
First Name Middle Name
SIDDIQUI
Last Name Jr./Sr.

Contact Phone

847-533-8538 Fax #

Contact E-mail Address

rsiddiqui@hotmail.com



To all to whom these Presents Shall Come, Greeting:

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

ASRR CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 09, 1996, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of SEPTEMBER A.D. 2015 .

Jesse White

SECRETARY OF STATE



City of Aurora

Division of Building and Permits - 65 Water Street - Aurora, Illinois 60505-3305 - Phone: (630) :

DEPARTMENT OF COMMUNITY DEVELOPMENT DIVISION OF BUILDING AND PERMITS

CERTIFICATE OF OCCUPANCY AND COMPLIANCE PERMANENT

Issue Date 8/22/11

Parcel Number 14-12-427-002

Property Address 2411 W SULLIVAN RD
AURORA IL 60506

Subdivision Name ORCHARD ROAD BUSINESS PARK

Legal Description

Property Zoning BUSINESS BLVD DIST (S)

Owner JRL ORCHARD LLC

Contractor SPECIAL GRAPHICS & MAINTENANCE
708 396-1858

Application number 10-00002579 000 000

Description of Work Z*COMMERCIAL REMODEL (MULTI-TRADE &

Construction type

Occupancy type

Flood Zone PLS. VERIFY W/ FEMA MAP

Special conditions

Approved John P. Curby
Building Official

VOID UNLESS SIGNED BY BUILDING OFFICIAL

14-12-427-002

LLA CITY OF AURORA, ILLINOIS LIQUOR LICENSE APPLICATION



ALL INFORMATION ON THIS FORM MUST BE COMPLETED IN BLACK INK, PRINTED OR TYPED AND SUBMITTED TO THE CITY CLERK'S OFFICE, 44 E. DOWNER PLACE, AURORA, IL

LICENSE YEAR: ___/___/___ TO
___/___/___

I. APPLICANT INFORMATION

APPLICANT / CORPORATE NAME RASHID H. SIDDIQUI / ASRR CORPORATION

D/B/A NAME 7-11 # 33064

BUSINESS LOCATION ADDRESS 2411 SULLIVAN RD, AURORA, IL 60506

BUSINESS PHONE () 630 907 4591 FAX NUMBER () _____

APPLICANT'S REPRESENTATIVE _____

REPRESENTATIVE'S PHONE () _____ CELL () 847 533 8538

E-MAIL ADDRESS FOR CONTACTING BUSINESS rsiddiqui@hotmail.com

OFFICIAL USE ONLY

REQUIREMENTS - NEW APPLICATIONS:

- APPLICATION FEE \$250
- BIS (BUSINESS INFORMATION SHEET) ✓
- FDF (FINANCIAL DISCLOSURE FORM) ✓
- CERTIFICATE OF REGISTRATION (FOOD & BEVERAGE TAX) Revenue & Collections ✓

REQUIREMENTS - NEW & RENEWAL APPLICATIONS:

- COPY OF LEASE / PROOF OF OWNERSHIP
- COPY OF DRAM SHOP INSURANCE (LIQUOR LIABILITY INSURANCE)
- COUNTY HEALTH DEPT. CERTIFICATE
- COPY OF MENU, IF APPLICABLE

Kane County Health Department

Food Establishment Permit - 0870

2015

This permit is to be conspicuously displayed at the place of business.
The responsibility for maintaining the certificate rests with the operator.

7-11 #33064
RASHID SIDDIQUI
2411 SULLIVAN RD
AURORA IL 60506

The Kane County Health Department inspects the Establishment at the address above and finds it to be in substantial compliance with the provision of Chapter 11.5, Article III, Food Sanitation, Sections 11.5.26 - 11.5.50 of the Kane County Code. This permit is valid from January 1 through December 31 for the year noted above. This permit must be posted.



Barbara J. Jeffers, MPH
Executive Director
Kane County Health Department



*Your Health,
Our Commitment*

**Kane County
Health Department**

This Permit Is Not Transferable

Establishment # 04-0622
Category III



PROPERTY # 33064

GROUND LEASE

1. **PARTIES.** This Lease is between JRL Development, L.L.C. ("Landlord") and 7-Eleven, Inc., a Texas corporation ("Tenant").

2. **PREMISES.** Landlord grants and leases to Tenant and Tenant takes and leases from Landlord the premises (the "Premises") described in the attached Exhibit A and shown in red on the site plan attached as Exhibit B (the "Site Plan"), both of which have been initialed by the parties and are a part of this Lease, together with all rights and appurtenances thereto belonging or in any wise incident or appertaining thereto. Landlord further grants to Tenant, and its employees, suppliers, contractors, authorized representatives and invitees, the non-exclusive right to use any means of ingress and egress to property adjoining the Premises, insofar as Landlord has the right to grant such use.

3. **CONSTRUCTION.** Tenant agrees ^{including grading, landscaping and utility lines} at its expense to promptly make application for all permits necessary for the construction on the Premises of the building and other improvements (the "Improvements") in conformity with the Site Plan and Tenant's plans and specifications No. 6049. Such construction shall be at Tenant's sole cost and expense and shall be performed by Tenant in a good and workmanlike manner, free and clear of mechanics' and materialmen's liens. In the event Tenant is unable to obtain all permits and approvals required for such construction and for operation of its business on the Premises within the time period provided for in Article 23 of this Lease, Tenant shall have the option to terminate this Lease. Landlord agrees to cooperate with Tenant in meeting the requirements to obtain such permits. All such Improvements by Tenant shall become the property of Landlord on the termination or expiration of this Lease. See Addendum Article 7 and Article 7.

Landlord does hereby authorize Tenant to enter the Premises at any time after the date of this Lease, for the purposes of performing investigations and surveys and, at the Tenant's discretion, to remove, demolish or otherwise dispose of any existing improvements at Tenant's sole cost and expense, and in consideration of Tenant's undertaking such construction, any and all sums for salvage derived therefrom shall be the property of Tenant. ^{As soon as reasonably practicable after issuance of the permits, Tenant shall} commence and diligently pursue completion of the improvements.

4. **TERM.** Unless sooner terminated or extended as hereto provided, the term of this Lease shall be for twenty (20) years and _____ months (the "Term"). The Term shall commence on the first day of the first calendar month following the earlier of: (i) fifteen (15) days after Landlord has received written notice of acceptance of the Premises together with the Improvements, from Tenant's authorized representative or (ii) the date Tenant opens for business. Landlord and Tenant each agree that upon the other's written request they will execute and deliver an acceptance letter acknowledging the actual commencement date of the Term and Tenant's obligation to commence payment of monthly rental and the expiration date of the Term (excluding any extensions). Precedent set forth in Articles 23 and 25. Landlord grants to Tenant four successive options to extend the Term upon the same terms, covenants and conditions of this Lease, for any period of time up to but not exceeding five (5) years for each option (the "Extended Term"). If Tenant elects to exercise one or more options, Tenant shall notify Landlord at least sixty (60) days prior to the expiration of the Term or the Extended Term in effect at the time of the notice. ^{provided Tenant is not in default past all cure periods.} See Addendum Article 4.

5. **RENT.** Tenant agrees to pay Landlord rent in the amount of according to Rider Article 5 Dollars (\$_____), plus applicable taxes, if any, per month for each and every month during the Term and any Extended Term, in advance on or before the fifth day of each month unless abated or diminished as provided herein. Should _____ Tenant accept the Premises as open for business on a day other than the first day of a calendar month, rent shall be apportioned for that month only. Rent may be paid by check and sent by ordinary first class mail to Landlord at the address set forth in Article 31 below. Tenant's liability for Rent commence.

6. **USE.** The Premises may be used up to twenty-four (24) hours per day for the retail sale, rental or provision of merchandise and services customarily sold, rented or provided from time to time, at stores operated or franchised by Tenant or at supermarkets or grocery markets of any type and character operated within the supermarket or grocery industry as of the date of this Lease or in the future and including product lines, services and special features or departments included in such grocery

markets or supermarkets, including but not limited to groceries, produce, meat, dairy, delicatessen, ready-to-eat, made to order, and take-out food products for on or off-premise consumption, beer, wine and alcoholic beverages, motor fuels and petroleum products, financial and ticketing services (including automatic teller machines), amusement games, greeting cards, automotive products, donuts and other types of pastry products, cigarettes, magazines, lottery, pay telephones and related equipment, and sundries or any other lawful purpose.

7. **UTILITIES.** Tenant agrees to pay all charges for gas, electricity, telephone, sewer, water and any other utilities used by Tenant on the Premises. Tenant will be responsible for assuring that all billing statements for all utilities will be mailed directly to Tenant for payment. In the event Landlord receives utility billing statements, Landlord shall immediately forward same to Tenant for payment. Landlord shall, at its expense, bring all utility lines necessary for Tenant's business to the lot line of the Premises.

8. **TAXES.** Tenant agrees to pay all taxes levied upon its personal property, including trade fixtures and inventory, located on the Premises. Tenant shall reimburse Landlord for all taxes and assessments levied against the Premises during the Term and the Extended Term after presentation to Tenant by Landlord of tax statements and receipts evidencing payment thereof from the taxing jurisdiction(s) in which the Premises are located. If an assessment that is payable in periodic installments is levied on the Premises, Tenant shall (i) pay only those installments that are attributable to the Term, and (ii) be responsible to reimburse Landlord only for those periodic installments which would have been owed had Landlord elected the maximum time period permitted for payout of the installments. Tenant shall not be responsible for any assessments that are pending, levied, assessed, imposed or due on the Premises prior to the commencement of the Term. Taxes for the first and final year of the Term, and the final Extended Term, if applicable, shall be prorated between Landlord and Tenant based on the commencement and expiration of the Term or Extended Term. Tenant shall pay only the lowest discounted amount and will not be required to pay any penalty, interest or cost resulting from Landlord's failure to pay such taxes and/or the delinquent payment of such taxes by Landlord.

All tax statements submitted by Landlord hereunder shall be sent to Tenant's office at the address herein provided for in Section 31 below, to the attention of Tenant's Ad Valorem Tax Department.

~~Tenant will not be liable for, and Landlord will forever forfeit all rights to recover, such taxes and assessments if presentation of statements and corresponding receipts evidencing payment thereof are not made to Tenant in the manner set forth above within six (6) months after the applicable date of delinquency.~~

Landlord shall direct the taxing jurisdiction(s) to send tax statement(s) directly to Tenant. Landlord shall immediately notify Tenant when it has so directed such taxing jurisdiction(s).

Landlord further agrees that Tenant, in the name of Landlord but at Tenant's sole expense, may contest any taxes before any taxing jurisdiction or maintain any necessary legal action in reference to the taxes or for the recovery of any taxes paid. Landlord agrees to execute any documents reasonably required by Tenant in connection with any such contest. Landlord agrees to provide Tenant with copies of all notices concerning the tax status of the Premises.

See Rider Article 8.

9. **MAINTENANCE.** Tenant agrees to keep up the improvements at any time located on the Premises in good repair, casualty damage and reasonable wear and tear excepted. See Rider Article 9.

10. **ALTERATIONS.** Tenant may make such alterations or additions to the improvements at any time on the Premises as Tenant may desire. Such alterations or additions will be made in a good workmanlike manner without cost to Landlord, and shall be free and clear of mechanics' and materialmen's liens provided that if any such lien is filed, Tenant shall either promptly bond or discharge the same or it may contest the same in good faith. After construction of the improvement involving weight bearing walls without obtaining Landlord's prior written consent, which shall not be unreasonably withheld.

11. **TRADE AND OTHER FIXTURES.** Subject to the approval of local governing authorities and the acquisition of any required permits, Tenant may install or cause to be installed at its expense such equipment and trade and other fixtures as are reasonably necessary for the operation of its business (the "Fixtures"). The Fixtures may include, without limitation, all heating, ventilating and air conditioning equipment (the "HVAC"), walk-in vault(s), public pay telephones, a self-service motor fuels facility (including, but not limited to, pump islands, underground storage tanks, canopies and air-vac units), exterior lighting, a satellite dish and/or similar communications equipment and Tenant's typical exterior imaging, signs, banners and other advertising displays, including Tenant's fascia and pole signs.

The Fixtures may be installed prior to acceptance of the Premises. All Fixtures, whenever installed shall remain personal property, and title thereto shall continue in the owner thereof, regardless of the manner in which they may be attached or affixed. Tenant, at Tenant's expense, may at any time during the Term, and shall at the expiration of the Term, or Extended Term, except the HVAC if Landlord elects to purchase it as may be herein provided, remove the Fixtures and shall repair any damage caused by such removal. ** which shall become Landlord's.

INITIALS
Z

INITIALS
Z

In the event the Fixtures are subject to a lien or title retention instrument, the holder of any such lien or title retention instrument shall have the right and be able to enforce the same as stated therein and Landlord waives any rights to the contrary.

Upon termination or expiration of this Lease, if Landlord is not then in default of any terms hereof, Landlord shall have and is hereby granted the right and option to purchase, without any warranty, the HVAC, if any, at Tenant's then existing book value. Landlord shall exercise such option by giving notice thereof at least thirty (30) days prior to such expiration or termination. If notice is not so given or, if given, such amount is not paid to Tenant by certified funds on or before the date of expiration or termination, the option granted herein shall lapse. Nothing herein shall be deemed to require Tenant to provide an HVAC for Landlord's purchase.

12. **PERMITS/LICENSES** Landlord hereby grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to construct and perform maintenance, remodeling, alterations and repairs at the Premises, or to otherwise use the Premises in accordance with the terms and conditions of this Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith.

13. **CASUALTY DAMAGE.** If, in the opinion of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril insured against in a standard fire and extended coverage insurance policy (such a casualty or peril being hereinafter referred to as an insured casualty or peril), Tenant, at its option, may promptly and diligently restore the Premises to the condition existing prior to the occurrence of the insured casualty or peril or may release and turn over to Landlord the insurance proceeds as a result thereof and cancel and terminate this Lease. If, in the opinion of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril other than an insured casualty or peril, Tenant may either restore the Premises to the condition existing prior to the occurrence of the casualty or peril at its expense, or Tenant may terminate this Lease effective as of the date of the occurrence of the casualty or peril. If, in the opinion of Tenant, the Premises are not thereby rendered substantially unfit for the occupancy or use herein contemplated, Tenant shall promptly and diligently restore the Premises at Tenant's expense to the condition existing prior to the occurrence of the casualty or peril. Since Tenant has agreed in the event of damage caused by an insured casualty or peril, to either restore the Premises or turn over insurance proceeds to Landlord, and since Tenant has numerous other properties to which it is self-insured, it is agreed that Tenant may be a self-insurer as to the Premises with such self-insurance covering the same casualties and perils which would be insured against in a standard fire and extended coverage insurance policy provided that on the written request of Landlord, Tenant shall procure and maintain fire and extended coverage insurance on the building situated on the Premises with a limit of at least 80% of its insurable value and naming Landlord as a loss payee or its interest may appear. If the premises is rendered substantially unfit for the use contemplated during the last two years of the Term or last two years of any Extended Term, effective as of the date of the occurrence of the casualty. See Rider Article 13.

14. **LIABILITY INSURANCE.** Tenant agrees, at Tenant's expense, to maintain in force continuously throughout the Term, and any Extended Term, commercial general public liability insurance covering the Premises with combined single limit coverage of \$1,000,000 and shall, upon Landlord's written request, furnish Landlord a certificate from the insurer evidencing such coverage. Notwithstanding the above, Tenant shall have the right to self-insure as to some or all of the risks covered by this Article.

See Rider Article 14

15. **INDEMNITY.** During the Term, and any Extended Term, Tenant shall indemnify and hold Landlord harmless from any claim, liability, loss, cost or obligation owed to or asserted by any third party, arising from any damage or injury caused by the use of the Premises by Tenant, its agents, employees or contractors, excepting in each case any such damages, injuries, claims, liabilities, losses, costs or obligations as shall result from conditions existing on the Premises prior to the commencement of the Term, acts or omissions of Landlord, its agents, employees or contractors or the failure of Landlord to perform its obligations under this Lease. Landlord agrees to indemnify and hold Tenant harmless from any liability, loss, cost or obligation arising from conditions existing on the Premises prior to the commencement of the Term, acts or omissions of Landlord, its agents, employees or contractors or the failure of Landlord to perform its obligations under this Lease. Tenant's obligations under Article 15 shall commence and be in force and effect on the date Tenant enters the Premises to conduct testing and investigations described in Article 23.

16. **GASOLINE.** If Tenant installs a motor fuels facility, Tenant shall, upon expiration or termination of this Lease, remove its motor fuels facility. Tenant agrees, at its expense, to comply with all requirements of the appropriate governmental authorities regarding conditions determined to have resulted from Tenant's operation of the motor fuels facility (the "Remedial Measures"). Landlord agrees to permit Tenant, its employees, agents, consultants and contractors to enter onto the Premises after the expiration or termination of this Lease to the extent necessary to satisfy Tenant's obligations under this Article. Upon conclusion of the Remedial Measures, to the extent affected by the performance of the Remedial Measures, Tenant shall restore the Premises to the condition substantially similar to that condition existing prior to the performance of the Remedial Measures including, but not limited to, the refilling of any excavation performed in the course of the Remedial Measures.

See Rider Article 16.

Landlord agrees that Tenant shall be entitled to any reimbursement or contribution from governmental authorities or any other third party for Remedial Measures (including site response testing, cleanup, monitoring, repairs or restoration activities) performed by Tenant, as currently permitted or as may be permitted in the future by applicable law, and Landlord agrees to execute all documents reasonably requested by Tenant in connection therewith.

17. **ASSIGNMENT OR SUBLEASE.** Tenant shall have the right to assign this Lease or sublease the whole or any part of the Premises. Any assignment or sublease shall be subject to all of the terms, covenants and conditions of this Lease and Tenant shall remain primarily liable for the payment of rent and the performance of the terms, covenants and conditions of this Lease.

See Rider Article 17

18. **EMINENT DOMAIN.** If pursuant to the exercise of the right of condemnation or eminent domain (i) the Premises is taken or conveyed under threat of the exercising of such right, or (ii) only a portion of the Premises, is so taken or conveyed and Tenant determines that the remainder of the Premises is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, or (iii) Tenant's access to the Premises is reduced by such taking or conveyance and Tenant determines that its access to the Premises is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, Tenant shall have the right to terminate this Lease, subject to Tenant's rights as set forth below. Such termination shall be effective on the date Tenant is required to give up its occupancy, use, or access, whichever is earlier. The termination of this Lease as provided above shall not operate to deprive Tenant of the right, and landlord expressly grants to Tenant the right, to make a claim for an award in condemnation, or participate in an award, for loss of business, goodwill, relocation expenses, Tenant's leasehold interest and/or lease bonus value, loss or damage to fixtures and improvements made by Tenant to the Premises, the value of Tenant's unexpired options to extend the Term, or any other claims that Tenant is permitted or elects to make, or to receive notices and participate in the condemnation proceedings, including any settlement negotiations, whether conducted prior to or after the filing of a condemnation proceeding.

If this Lease is not terminated as provided herein, Landlord and Tenant shall agree upon an equitable reduction in the rent. If the parties fail to agree upon such reduction within sixty (60) days from the date Tenant is required to give up such occupancy, use or access, whichever is earlier, Landlord and Tenant shall each choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The decision of any two of the arbitrators concerning the rent reduction, if any, shall be binding on Landlord and Tenant and any expense of the arbitration shall be divided equally between Landlord and Tenant. Any such reduction in rent shall not constitute an election of remedies by Tenant nor deprive Tenant of the right to make a claim for an award in condemnation as set forth above or receive notices and participate in the condemnation proceedings, including any settlement negotiations. *Tenant shall have the right to terminate this Lease or

19. **ATTORNEYS' FEES.** ^{**by operation of law.} If suit is brought to enforce any terms, covenants or conditions of this Lease, the parties agree that the losing party shall pay the prevailing party's reasonable attorneys' fees, including reasonable attorneys' fees incurred in enforcing a judgment, which shall be fixed by the court and court costs. As used herein, the term "prevailing party" shall mean the party, which has succeeded upon a significant issue in the litigation and achieved a material benefit with respect to the claims at issue, taken as a whole.

20. **DEFAULT.** If Tenant defaults in the payment of the monthly rent, Landlord shall promptly notify Tenant in writing. Should Tenant fail to cure such default within ^{ten (10)} ~~ten (10)~~ days after receipt of such notice, Landlord shall have the right to exercise one of the following options:

(a) Landlord may declare the forfeiture of this Lease by sending Tenant written notice thereof. Upon Tenant's receipt of such notice this Lease shall expire and terminate as fully and completely and with the same effect as if that date were fixed for the expiration of the Term or the Extended Term and all rights of Tenant, including occupancy of the Premises, shall expire and Tenant shall be relieved of all liability for any future rent or any other sums otherwise due from the date of such termination; or,

(b) Landlord may reenter and repossess the Premises, removing all persons therefrom without prejudice to any remedies for arrears of monthly rent or any other sums otherwise due, or breach of any other covenants hereunder. Landlord shall have a lien as security for such deficiency on the fixtures belonging to Tenant which remain on the Premises. Within a reasonable period of time following such reentry and repossession, Landlord shall relet the Premises for the account of Tenant on such terms and conditions and for such uses as Landlord may reasonably determine in an effort to mitigate Landlord's damages as a result of Tenant's default hereunder. Landlord shall collect and receive any rent or any other sums otherwise due which may be payable by reason of such reletting. Tenant shall be liable for and pay to Landlord all monthly rent or any other sums otherwise due up to and including the date of such reentry and repossession; and, thereafter, Tenant shall, until the end of what would otherwise have been the then current Term, be liable to Landlord for and shall pay to Landlord, all monthly rent or any other sums otherwise due less the net proceeds of any reletting as set forth herein, after deducting from such proceeds all of

- (c) all permits, licenses and approvals, with conditions acceptable to Tenant, required for the sale or rental (as appropriate) of groceries, produce, meat, dairy, delicatessen, ready-to-eat and made to order food products for on or off-premise consumption, beer, wine and alcoholic products, financial and ticketing services, and sundries, having been obtained by and at the expense of Tenant;
- (d) all permits, licenses and approvals, with conditions acceptable to Tenant, required for twenty four (24) hour convenience store operation having been obtained by and at the expense of Tenant; and
- (e) samples, test borings, percolation, groundwater and other tests (including, but not limited to, testing for hydrocarbons, hazardous substances, toxic pollutants and other contaminants) being obtained by Tenant as agent for Landlord, and at the expense of Tenant showing environmental conditions satisfactory to Tenant and the appropriate governmental authorities. Landlord shall report any condition revealed by such tests to the extent required by applicable law, and Tenant shall have no responsibility or liabilities therefor.

~~Should Tenant elect to appeal any adverse administrative ruling or initiate legal proceedings to satisfy any of the conditions precedent, the time period specified above, shall be extended for the period of time Tenant continues to pursue the satisfaction of same through such appeal or legal proceedings. Each party shall fully cooperate with the other in seeking such permits, approvals and licenses, and in conducting such tests.~~

24. **LANDLORD'S COVENANTS.** Landlord covenants that (i) it has good and marketable fee simple title to the Premises which is free of all leases, tenancies, agreements, encumbrances, liens, restrictions and defects in title affecting the rights granted Tenant in this Lease, (ii) there are no restrictive covenants, zoning or other ordinances or regulations applicable to the Premises which will prevent the Premises from being used as permitted in Article 6 above, and (iii) any underground storage tanks or facilities currently or previously located on or under the Premises have been or will be (prior to Tenant's acceptance of the Premises) properly removed and disposed of and that any contamination related thereto has been or will be (prior to Tenant's acceptance of the Premises) assessed and remedied according to applicable laws, rules, regulations and ordinances to the satisfaction of the appropriate governmental authorities. To the best of Landlord's knowledge, information and belief, the Premises is free from pollution or contamination by hydrocarbons, hazardous wastes, toxic pollutants and/or other contaminants.

25. **ENVIRONMENTAL OBLIGATIONS.** In the event that the covenant in Article 23(iii) (the "Covenant") shall require any action by Landlord (the "Work"), Landlord and Tenant shall, prior to, and as a condition of, the commencement of the Term, enter into an agreement satisfactory to Tenant containing the following terms and conditions and such other terms and conditions as the parties shall mutually agree (the "Agreement"):

- (a) Tenant shall provide Landlord reasonable access to the Premises for the purpose of conducting the Work; provided that any such Work shall be conducted by Landlord in a manner designed to cause the least possible interference with any ongoing construction by Tenant and the operation of the store and its business;
- (b) Landlord shall undertake the Work, including, without limitation, any and all investigations, remediation and disposal of contaminated soil and/or groundwater (including any revealed as part of the Tenant's construction, at Landlord's sole cost and expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances;
- (c) Landlord shall properly repair and/or restore any damage to the Premises as a result of the Work;
- (d) Indemnify by Landlord in connection with the Covenant or the Work;
- (e) Landlord and its agents and contractors shall maintain insurance coverage(s) reasonably acceptable to Tenant; and
- (f) All reports and studies issued in connection with the performance of Landlord's obligations under the Covenant and the Work shall be addressed to, and may be relied upon by, both Landlord and Tenant.

If Landlord shall fail to perform or pay for its obligations in accordance with the Covenant or this section (collectively, the "Obligations"), Tenant may, at its option, perform or pay for the Obligations. If Tenant shall so elect, Tenant may withhold Rent to the extent of expense incurred by Tenant in performing or paying for the Obligations. Tenant may also withhold Rent to the extent of any Damages incurred by Tenant. Tenant shall not be deemed thereby to be in breach of this Lease, and such right of withholding Rent shall not be deemed the exclusive remedy of, nor an election of remedies by, Tenant.

26. **LEASEHOLD TITLE POLICY.** Within the time period provided for in Article 73 of this Lease, Tenant shall, at Tenant's expense, obtain through First American Title Insurance Company (FATC) or such other title insurance company as may be agreed to by the parties, preliminary title documentation and extended coverage leasehold title insurance and a topographic survey (the "Survey") acceptable to FATC for such title insurance and a report by a surveyor acceptable to Tenant locating and describing the Premises, showing all boundaries and corners of the ** title insurer acceptable to Tenant.

form 4400017 (rev. 6/00) * (f) written agreement to the terms of Articles 26 and 27 of this Lease.
 page 6 of 12 (g) review and acceptance of title, survey and proposed easements set
 (h) easements for ingress/egress over those areas outlined in blue on Exhibit B-1.

Premises properly and securely marked by pins, and certifying as to easements and encroachments. A preliminary title report or binder (the "Binder") shall be issued giving the current condition of title to the Premises, together with copies of all instruments necessary to fully explain the scope and effect of any matters listed as exceptions in the Binder whereby ~~F.A.M.C.~~ is bound to issue to Tenant or its nominee, for an amount to be determined by Tenant, an A.L.T.A. Policy-Standard Form B 1992, or a comparable form, with extended coverage if such form is not approved in the state in which the Premises is located (herein the "Title Policy"). In the event the Binder or the Survey reflects any matters or conditions which Tenant reasonably determines will interfere with its intended development or use of the Premises or the rights granted Tenant in this Lease, Tenant may terminate this Lease, ~~giving 15 days notice to Landlord, and Landlord shall have fifteen days after receipt of such notice to have the objections satisfied. Should Landlord fail to satisfy receipt of such notice or survey matters, then either party may at any time thereafter terminate this Lease.~~

27. **QUIET ENJOYMENT** Upon paying the rent and performing the terms, covenants and conditions of this Lease, Tenant shall quietly have, hold and enjoy exclusive possession of the Premises and all rights granted Tenant by this Lease

28. **SUBORDINATION.** Tenant agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the Premises; provided, as a condition precedent to such subordination, ~~Landlord agrees to take whatever action is necessary (including obtaining written documentation from its mortgagee) to assure that each such mortgagee shall expressly covenant, or each such mortgagee shall expressly provide, that so long as Tenant is not in default under this Lease, Tenant's quiet possession of the Premises shall remain undisturbed, on the terms, covenants and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the mortgagee.~~ Landlord represents and warrants that there are no mortgages or similar encumbrances affecting the Premises except as shown on Exhibit C. Provided that Landlord complies with the requirements of this Article, Tenant agrees to comply with reasonable requests for execution of documentation to effect the subordination of its leasehold interest.

See Rider Article 28.

29. **LIENS.** Tenant shall at all times have the right to encumber, by mortgage or deed of trust, or other proper instrument in the nature thereof, as security for any actual bona fide debt, its leasehold estate hereby created, or any portion thereof, together with its leasehold right and interest in and to all buildings and improvements and its interest in any equipment located on the Premises.

If at any time after the execution and recordation in the proper records of the County in which the Premises are located of any such mortgage or deed of trust, the mortgagee or trustee therein shall elect to notify the Landlord in writing that such mortgage or deed of trust has been executed and delivered by Tenant and shall furnish Landlord with the address to which said mortgagee or trustee desires copies of notices to be mailed, then the Landlord hereby agrees that it will thereafter mail to such mortgagee or trustee at the address so given a duplicate copy of any and all notices in writing which Landlord may from time to time give or serve upon the Tenant under and pursuant to the terms and provisions of this Lease.

Such mortgagee or trustee may, at its option, at any time before the rights of Tenant shall have been forfeited to the Landlord as herein provided, pay any of the rents due hereunder, or do any other act or thing required of or permitted to the Tenant by the terms of this Lease, to prevent the forfeiture or termination of this Lease, and all payments so made and all things so done and performed by or for any such mortgagee or trustee shall be as effective to prevent a forfeiture of the rights of the Tenant hereunder as the same would have been if done and performed by Tenant.

No such mortgagee or trustee of the rights and interest of the Tenant hereunder shall be or become liable to the Landlord as an assignee of this Lease or otherwise unless it expressly assumes the liability of the Tenant and no assumption shall be inferred from or shall be the result of foreclosure or other appropriate proceedings in the nature thereof or shall be the result of any other action or remedy provided for by such mortgage or deed of trust. Said mortgagee or trustee rights may be more fully evidenced in a form of Estoppel and Attornment Agreement substantially in the form attached as Exhibit D.

30. **BANKRUPTCY.** Should Tenant make an assignment for the benefit of its creditors, or seek an order for relief under the United States Bankruptcy Code, Landlord, at its option, may terminate all rights of Tenant under this Lease, if permitted by applicable law.

31. **CHANGE OF OWNERSHIP.** Subject to Tenant's rights under Articles 21 and 22 above, Landlord shall provide Tenant written notice in the event Landlord conveys title to the Premises, or assigns Landlord's interest in this Lease to another party. Such notice shall include such party's tax identification number and shall be accompanied by documents (including a W-9 form or similar tax documents) which evidence the transfer of title or assignment of interest and the effective date thereof. After receipt of such notice, rent and other payments due and future notices to Landlord shall be given to the party designated therein and Tenant shall store to the new owner as substitute Landlord. Should Landlord fail to provide the required notice or documentation, or should Tenant be reasonably uncertain concerning the proper party to whom rent is due, Tenant may withhold rent thereafter accruing until Tenant is furnished the required notice, documentation and/or satisfactory proof as to the

party entitled thereto. Tenant shall, within thirty (30) days of receipt of request, execute for Landlord an estoppel certificate concerning the terms of this Lease.

32. **NOTICES.** Except as otherwise provided in Article 8, any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses set forth below or to such other address as either party may designate in writing and deliver as provided in this Article.

LANDLORD: JBI DEVELOPMENT, L.L.C.
c/o James E. Levine
8950 Gross Point Rd., Suite H
Skokie, Illinois 60077

Tax Identification No. 36-428277

TENANT: 7-ELEVEN, INC.
Attn: Corporate Real Estate
P. O. Box 711
Dallas, Texas 75221-0711

with a copy to:
7-Eleven, Inc.
Great Lakes Division
Attn: Real Estate Manager
1251 Plum Grove Rd., Suite 170
Schaumburg, Illinois 60173

33. **RECORDATION.** This Lease shall not be filed for public record. However, Landlord and Tenant shall execute and acknowledge a memorandum or short form lease (which will include Tenant's rights under Article 12) which may be filed for record by either party at any time after the execution of this Lease, setting forth the parties, description of the Premises, Term, Extended Term, right-of-first-refusal and purchase options and any other provisions mutually agreed upon. The Memorandum or short form lease shall not state rent and shall be in the form attached hereto as Exhibit F.

34. **NO BROKER.** Landlord and Tenant covenant, warrant and represent that no broker has been involved in the negotiation or consummation of this Lease. Tenant and Landlord each agree to indemnify and hold the other harmless from and against all causes of action and liabilities arising out of a claim for a commission by any broker purporting to have acted on behalf of the indemnifying party.

35. **FORCE MAJEURE.** Neither party shall be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. Except this Article shall not relieve Tenant of the obligation to pay rent.

36. **HOLDOVER.** Should Tenant remain in possession of the Premises after the expiration of the Term or the Extended Term, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, at a monthly rental equal to the rent payable during the last month of the Term or the Extended Term. Any Remedial Measures with respect to any surface or subsurface contamination that Tenant is obligated to undertake after the expiration of the Term or the Extended Term shall not constitute a holdover.

37. **APPLICABLE LAW.** The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

38. **COMPLETE AGREEMENT.** This Lease merges all prior negotiations and understandings between the parties and constitutes their complete agreement which is binding upon Landlord and the heirs, executors, administrators, successors and assigns of Landlord when executed by Landlord, and is binding upon Tenant, its successors and assigns, only if executed by a Vice President or Attorney-in-Fact of Tenant, regardless of any written or verbal representation of any agent, manager or other employee of Tenant to the contrary. This Lease may only be amended by written agreement signed by Landlord and Tenant.

39 OTHER PROVISIONS.

See Rider Article 3 through 44 and Exhibits A through F attached hereto and made a part hereof. In the event of conflict and/or ambiguity between the terms and conditions of the Rider and this printed Lease to which the Rider is attached, the parties intend that the terms and conditions of the Rider shall control and prevail.

40. WAIVER.

The waiver of performance of any covenant, term or condition of this Lease by Landlord or Tenant shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The various rights, options, elections, powers and remedies of the parties contained in this Lease shall be construed as cumulative and no one of them exclusive of any other legal or equitable remedy which either party might otherwise have in the event of a breach by the other, and the exercise of one right or remedy by a party shall not impair its right of any other right or remedy.

EXECUTED BY TENANT this 29th day of August, 2000

Attest:

By: [Signature]
Assistant Secretary

7-ELEVEN, INC.

By: [Signature]
Vice President or
Attorney-in-Fact (Seal)

EXECUTED BY LANDLORD this 24th day of July, 2000

Attest:

By: _____
Its: _____

LANDLORD
JRL DEVELOPMENT, LLC
An Illinois Limited Liability Company

By: [Signature]
Its: [Signature]
(Seal)

- Exhibit A Legal Description
- Exhibit B Site Plan
- Exhibit B1-Development Plan

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page 9 of 13

- Exhibit C Mortgages
- Exhibit D-Estoppel and Attornment Letter
- Exhibit D1-Subordination, Non-Disturbance and Attornment Agreement
- Exhibit E-Tenant's Estoppel Cert.
- Exhibit F-Memorandum of Lease.

RIDER
TO GROUND LEASE

PREMISES: LOT 1 OF ORCHARD ROAD BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: THE NORTHWEST CORNER OF ORCHARD ROAD AND SULLIVAN ROAD IN AURORA, ILLINOIS.

LANDLORD: JRL Development, L.L.C.,
An Illinois Limited Liability Company

TENANT: 7-Eleven, Inc., a Texas Corporation.

DATE OF LEASE: August 29, 2000 * 20 yr lease.

ARTICLE 3-CONSTRUCTION.

3 (a). Tenant's Insurance During Construction. While Tenant is constructing the Improvements, or making any alterations pursuant to the provisions of Article 10 of this Lease, the Tenant shall require its general contractor to maintain and provide evidence to Landlord of the following: (i) builder's risk and extended coverage insurance insuring the Improvements for 100% of its then market value; (ii) worker's compensation insurance to the maximum statutory limit of the State in which the Improvements are located; (iii) employer's liability insurance in the minimum amount of \$1,000,000 per accident; (iv) general comprehensive liability insurance in the minimum amount of \$1,000,000 combined single limit; and (v) automobile liability insurance. Such insurance policies shall be in the names of the Landlord, the Landlord's mortgagee and Tenant as their respective interests may appear (alternatively, Tenant or its general contractor shall furnish certificate(s) of insurance naming Landlord and Landlord's mortgagee as additional insureds).

ARTICLE 4-TERM.

4 (a). End of Term. Subject to the provisions of Article 35 B Holdover, the Tenant shall remove the Tenant's furniture, machinery, safe or safes, trade fixtures and other items of personal property of every kind and description from the Premises upon expiration of the Term or any Extended Term. All building additions, hardware, non-trade fixtures and all improvements shall become the Landlord's property and shall remain upon the Premises at the termination of this Lease.

ARTICLE 5-RENT SCHEDULE AND RENT COMMENCEMENT.

| Years | Monthly Amount |
|----------------------|----------------|
| One-Five | \$11,250.00 |
| Six-Ten | \$12,937.50 |
| Eleven-Fifteen | \$14,878.12 |
| Sixteen-Twenty | \$17,109.84 |
| First Extended Term | \$19,878.32 |
| Second Extended Term | \$22,627.77 |
| Third Extended Term | \$26,021.93 |
| Fourth Extended Term | \$29,925.22 |

Tenant's liability for Rent shall commence on the earlier of (i) ninety (90) days after the satisfaction or waiver of all of the Conditions Precedent in Article 23 and 25 or (ii) the date Tenant opens for business, but in no event earlier than the date of Landlord's acquisition of the Premises as provided in Article 43. Notwithstanding Tenant's liability to commence payment of Rent, the Term shall commence as provided for in Article 4.

ARTICLE 8-REAL ESTATE TAXES

8 (a). Payment of Real Estate Taxes. Landlord and Tenant acknowledge and agree that in Illinois, the counties issue tax bills in arrears (for example the tax bills issued in 2008 are for the taxes imposed on the Premises for the year 2009). Therefor, the issuance of the tax bill and the due date for the payment of the real estate taxes for the final year of this Lease shall occur after the Term of this Lease expires. Notwithstanding any other provision of this Lease, Tenant shall have the obligation to pay its prorata share of the real estate taxes for the last year of the Term of this Lease prior to the due date of such real estate taxes and shall remain liable for all penalties assessed as a result of an untimely payment of any or all taxes for the final year of the Term or any extended Term provided that Landlord has, in a timely manner, directed the taxing jurisdiction to send tax statements directly to Tenant.

8 (b). Tenant as Taxpayer of Record. Tenant shall be responsible for the prompt payment of said tax bill and shall be responsible for all penalties assessed as a result of the untimely payment by Tenant of any or all taxes and special assessments. Failure to pay by Tenant on the specified due date stated on the tax bill shall give Landlord the option of paying the tax bill including any penalties and interest and recovering said amount plus interest at the Default Interest Rate as defined in Article 41. Tenant, upon written request by Landlord, agrees to provide Landlord with a receipted copy of the paid tax bill within 30 days of Tenant's actual payment of the tax bill.

Notwithstanding the foregoing, should Landlord's Lender require monthly deposits for the timely payment of real estate taxes, then Tenant shall deposit monthly with Landlord together with the rent each month, a sum equal to one-twelfth (1/12) of the Lender's estimate of real estate taxes to become due. The amount of the deposits shall be readjusted annually on the first day of the month after the actual tax bills are received. Landlord shall be responsible for payment of real estate taxes and failure on Landlord's part to pay said taxes shall be considered default.

8 (c). Rebates. Any rebates, refunds or abateements of real estate taxes received by the Landlord subsequent to payment of taxes by the Tenant shall be immediately refunded to Tenant.

ARTICLE 9 - MAINTENANCE

9 (a). Tenant may make such replacements, as Tenant deems necessary. Landlord shall not be liable for or called upon to make or do any repairs, alterations, replacements or maintenance in or upon the Premises during the Term or any Extended Term. In the event that Tenant shall fail, neglect or refuse to make or to do any and all repairs or maintenance required to be made or done by it under this Lease, then Landlord, after thirty (30) days prior written notice to Tenant of Tenant's failure to make or do such required repairs, or maintenance (except that such time shall be extended for a reasonable length of

time should thirty (30) days be an insufficient time within which to complete the same provided that the same has been commenced and is being diligently pursued) may make or do such repairs, or maintenance for the account of Tenant and the reasonable costs and expenses incurred by Landlord therefor, shall be charged against the Tenant and shall be added to and deemed a part of and paid with the next installment of Rent due hereunder.

ARTICLE 13-CASUALTY DAMAGE.

13 (a). Special Risk Policy To Be Maintained. Tenant's insurance coverage pursuant to the terms of this Paragraph shall be in force and effective on the earliest to occur of the date of delivery of possession of the Premises to Tenant or the date Tenant enters the Premises to commence construction pursuant to the terms of Article 3. Tenant will maintain at all times during the Term an All Risk type Premises insurance policy subject to standard exclusions, terms and conditions (also known as a Special Perils Policy) with an Extended Coverage Endorsement, insuring against damage to any portion of the Premises and Improvements (including, but not limited to, fire, theft, collapse, damage from fire sprinklers, water leakage, vandalism or malicious mischief perpetrated by any person including, without limitations, any servant, employee, agent, contractor or representative of Tenant) including complete sign coverage, but excluding Tenant's trade fixtures, equipment and inventory (hereinafter the "Policy"). Such Policy shall be in the full amount of replacement value, without deduction for physical depreciation and shall provide that the proceeds of any loss shall be payable in the manner provided for in this Lease. Tenant's Special Risk Policy shall also name Landlord and Landlord's Mortgagee as loss payees. Tenant agrees to deliver to the Landlord certificates of insurance evidencing the existence in force of the policies of insurance described in Article 13.

13 (b). Notice of Termination and Certificates of Insurance. Such policy of insurance maintained by Tenant pursuant to this Paragraph shall provide that: (a) the same is not contributing with the coverage which Landlord may carry and is primary insurance coverage and not excess insurance coverage or overage insurance coverage; and (b) the company writing said policy will give at least thirty (30) days notice to Landlord in writing of any cancellation, lapse or failure to renew, or any material modification of coverage.

13 (c). Lender's Participation. In the event Tenant elects to turn over to Landlord the insurance proceeds as a result of casualty damage, pursuant to the terms contained in Article 13 of the Lease, then Tenant agrees that Landlord's Lender shall have the right to participate in the negotiation of any insurance award under Paragraph 13(a) in the event a casualty occurs during the last two (2) years of the Term.

ARTICLE 14-LIABILITY INSURANCE

14 (a). Liability Insurance. Tenant's public liability insurance shall name Landlord and Landlord's Mortgagee as additional insured, but only as respects the Premises and only to the extent of liability resulting from occurrences arising out of the negligence of Tenant or its wholly owned subsidiaries, divisions, sublessees, assignee and employees. Said policy or policies shall only be with a financially sound insurer that is authorized to do business in the state in which the Premises are located.

Such policy of insurance maintained by Tenant shall provide that the insurance is not contributing with the coverage that Landlord may carry and is primary

insurance coverage and not excess insurance coverage or overage insurance coverage.

ARTICLE 16-GASOLINE

16 (a). Review of Remedial Measures. Landlord shall have the right to review Tenant's proposed Remedial Measures prior to Tenant's commencement of the Remedial Measures but this shall not expand Tenant's obligations relating to the Remedial Measures as set forth in this Lease.

16 (b). Use of Hazardous Substances. Except for Tenant's storage, dispensing and sale of gasoline and petroleum products at, on or under the Premises, and other products offered in the normal course and customary operation of Tenant's business, Tenant shall not cause or permit any Hazardous Substances (as defined below) to be used, stored, generated, or disposed of on or in the Premises or the Improvements without Landlord's prior written consent, except for normal office products and supplies of the type, and in the amount used in the normal course of business and in compliance with applicable laws, rules or regulations.

As used in this Ground Lease, "Hazardous Substances" means any substance that is in an amount in excess of legal requirements and that are toxic, etiologically, ignitable, reactive or corrosive or that is regulated by any Federal, state or local governmental agency, law, rule or ordinance and includes without limitation, asbestos, polychlorinated biphenyl's, petroleum products, substances that are or may be toxic to humans, animals, plants or the environment, and any and all materials or substances defined as "Hazardous Waste", "Extremely Hazardous Waste" or a "Hazardous Substance" pursuant to any Federal, state or local governmental agency, law, rule or ordinance.

16 (c). Tenant's Access To Premises After End of Term. If the Remedial Measures will or are likely to interfere with Landlord's or a subsequent Tenant's use of the Premises after the expiration or termination of this Lease, the parties agree to negotiate a reasonable "access" fee which would take into account the length of the needed access, the level of interference and reduction in use and or rental income received by Landlord. Landlord agrees to use reasonable efforts to mitigate any damage it might otherwise have due to required Remedial Measures by attempting to secure a lease of the Premises for a comparable or similar use to Tenant's, or other use as permitted under the then current zoning at a rent comparable to similar uses in the area where the Premises are located; provided that during such negotiations, Tenant shall still be granted access pursuant hereto.

During the applicable time period necessary for Tenant to have access to the Premises pursuant to this Paragraph to perform the Remedial Measures, Tenant shall be required to maintain all insurance policies as required in this Lease as if the Term or any Extended Term of this Lease was unexpired.

ARTICLE 17-ASSIGNMENT AND SUBLETTING

17. (a). Assignment and Subletting. Tenant shall, within ten (10) days after the execution of any sublease or assignment except a sublease or assignment made as part of a franchise agreement with an operator for the convenience store self-service gasoline installation, or any sublease or assignment to any independent entity or affiliated tenant or other corporation connection with the financing or refinancing of the cost of the construction of the improvements or any of the fixtures, deliver a conformed copy thereof to

Landlord, including in the event of an assignment, the assignee's assumption of the Tenant's Ground Lease obligations. Tenant's entering into a franchise agreement with an operator for the convenience store self-service gasoline installation shall not constitute an assignment or sublease pursuant to the terms of this Lease.

ARTICLE 28-SUBORDINATION

28 (a). Subordination to Future Liens. As a condition precedent to this Lease, Lendlord's lender(s), Tenant and Landlord shall execute the Subordination, Non-Disturbance and Attornment Agreement contained in Exhibit "D" and Exhibit "D1"

ARTICLE 40-TIME OF ESSENCE. Time is of the essence of the performance of each provision of this Lease.

ARTICLE 41-DEFAULT INTEREST RATE

41 (a). Default Interest Rate. If any sums payable hereunder by either party are not paid when due and all required notices of such a default have been given the defaulting party, then such overdue sums shall accrue interest at the Default Interest Rate (as hereinafter defined), from the date due until paid in full. As defined herein the Default Interest Rate shall be an annual interest rate equal to the "prime rate" announced from time to time by American National Bank and Trust Company of Chicago, or, if that rate is unavailable, the Wall Street Journal prime rate, in either event plus one percent (1%), but in no event in excess of the maximum rate of interest permitted by applicable law.

ARTICLE 42-ESTOPPEL STATEMENTS

42 (a). Estoppel Statements. Within thirty (30) business days of a written request therefor by either party hereto, the party receiving such request shall provide to the requesting party a written statement on the form attached hereto and made a part hereof as "Exhibit E" D Estoppel Certificate" acknowledging the commencement and termination dates of this Lease, that this Lease is in full force and effect (if the same be true) and providing such other pertinent information as requesting party reasonably requests.

ARTICLE 43-LANDLORD CONTINGENCY

Landlord and Tenant acknowledge and agree that this Lease and all of the terms, obligations and rights hereunder are conditioned upon the closing of the acquisition of the Premises by Landlord. If such closing does not occur on or before December 1, 2000 then Landlord or Tenant may terminate this Lease upon written notice to Tenant the other.

ARTICLE 44-LANDLORD'S CONSTRUCTION OF SULLIVAN ROAD

Landlord acknowledges that it is the obligation of Landlord to construct the Ingress/Egress drive and roadway, which are outlined in blue on Exhibit B-1. In the event said construction is not completed by October 1, 2000, then Tenant's obligation to commence the payment of rent and the Term commencement date shall be extended by the same number of days after October 1, 2000 that the construction is completed.

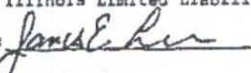
INITIALS
Z

ARTICLE 44- INTENTIONALLY OMITTED

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date set forth above.

LANDLORD:

JRL Development, L.L.C.,
An Illinois Limited Liability Company

By: 
James E. Levine

Its: Managing Member

TENANT:

7-Eleven, Inc.,
a Texas Corporation

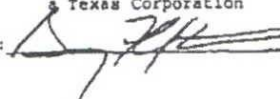
By: 

EXHIBIT A-LEGAL DESCRIPTION

PREMISES: LOT 1 OF ORCHARD ROAD BUSINESS PARK,, BEING A SUBDIVISION OF PART OF THE EAST HALF SECTION 12, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

EXHIBIT C-MORTGAGES
INFORMATION TO BE PROVIDED BY LANDLORD

None.

INITIALS
Z

Certificate of Completion

This certifies that

ZUKHRO KHOMIDOVNA

Has successfully completed

Come of Age CBT Training

on

May 1 2014 12:36PM

Authorized Signature

Signature

Certificate of Completion

This certifies that
SIRAJUL SIDDIQUI
Has successfully completed

Come of Age CBT Training

on

Jan 3 2015 5:57PM

Authorized Signature

Signature

Certificate of Completion

This certifies that

SIRAJUL SIDDIQUI

Has successfully completed

Come of Age CBT Training

on

Jan 3 2015 5:57PM

Authorized Signature

Signature

Certificate of Completion

This certifies that
ZAHEER SIDDIQI
Has successfully completed
Come of Age CBT Training

on
May 16 2014 3:07PM

Authorized Signature

Signature

Certificate of Completion

This certifies that

EVELYN ZAMORA

Has successfully completed

Come of Age CBT Training

on

Apr 27 2015 1:13PM

Authorized Signature

Signature

Certificate of Completion

This certifies that

ANDRA GUERRERO

Has successfully completed

Come of Age CBT Training

on

Jul 25 2015 1:40PM

Authorized Signature

Signature

Certificate of Completion

This certifies that
PENNY DEVORE
Has successfully completed
Come of Age CBT Training

on
Aug 10 2015 11:36AM

Authorized Signature

Signature

Certificate of Completion

This certifies that

HEATHER WISE

Has successfully completed

Come of Age CBT Training

on

Jan 30 2015 12:26PM

Authorized Signature

Signature

Certificate of Completion

This certifies that

PENNY DEVORE

Has successfully completed

Come of Age CBT Training

on

Aug 10 2015 11:36AM

Authorized Signature

Signature

Certificate of Completion

This certifies that

ASHLEY DOMINIC

Has successfully completed

Come of Age CBT Training

on

Aug 1 2015 2:57PM

Authorized Signature

Signature

