

LEASE

THIS LEASE made and entered into this 1st day of June, 2014, by and between EL CHINESE, LLC, an Illinois Limited Liability Company, hereinafter called "Landlord" and PEPPER FLOWER, INC., an Illinois Corporation, hereinafter called "Tenant"



WITNESSETH

In consideration of the covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties hereto as follows:

1. PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord all that property commonly known as 4309 East New York Street, Aurora, Illinois 60504, whose Property Index Number is 07-21-200-037-0000, and more fully identified as "Commercial Unit" in the Condominium Declaration, (the "Premises") for the term and upon the conditions hereinafter set forth:

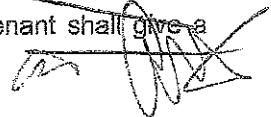
2. TERM

a) ORIGINAL TERM

Unless sooner terminated in accordance herewith, the term of this Lease shall commence on August 1, 2014, and shall end on the last day of the 120th month after said date hereof.

~~b) OPTION TERM~~

~~Provided Tenant is not in default of this Lease, Tenant shall have the Option to extend the term of this Lease for an additional Five (5) year period. The rent will be discussed at that time. In order to exercise the Option, Tenant shall give a prior Ninety (90) day Notice of his intent to exercise the Option.~~



3. RENTAL

In consideration of the leasing aforesaid, Tenant agrees to pay Landlord in coin or currency which at the time or times of payment is legal tender for public or private debts in the United States of America, payable to EL CHINESE, LLC, whose mailing address is 1375 Sunview Lane, Winnetka, Illinois 60093 at the address set forth above or as Landlord may from time to time designate in writing monthly rent shall be as follows:

a). ORIGINAL TERM BASE RENT

August 1, 2014 to July 31, 2014 - \$8,000.00
August 1, 2015 to July 31, 2015 - \$8,000.00
August 1, 2016 to July 31, 2016 - \$8,000.00
August 1, 2017 to July 31, 2017 - \$9,000.00
August 1, 2018 to July 31, 2018 - \$9,000.00
August 1, 2019 to July 31, 2019 - \$9,500.00
August 1, 2020 to July 31, 2020 - \$9,500.00
August 1, 2021 to July 31, 2021 - \$10,000.00
August 1, 2022 to July 31, 2022 - \$10,000.00
August 1, 2023 to July 31, 2023 - \$10,000.00

Base Rent commencement date is August 1, 2014. Tenant shall pay all additional rent for the months of June and July, 2014.

Rental payments shall be made monthly, payable on the first day of each month.

c). ADDITIONAL RENT

Tenant agrees to pay, as Additional Rent Real Estate Taxes. Tenant agrees to pay and discharge as additional rent, and payable without penalty, all real estate taxes, special assessments, and other special taxes assessed on the subject premises as follows:

i). To pay to Lessor 100% of the Real Estate Taxes (as hereinafter defined) levied and assessed against the Property commencing on and after Lessees' obligation to pay rent, prorated on a monthly basis. Lessee will pay 1/12 each month as an estimate of Lessees' share of Real Estate Taxes when they come due. The amount of the Lessees monthly payment will be adjusted by Lessor, from time to time, to reflect increases or reductions in Real Estate Tax as reasonably estimated by Lessor. Lessor shall pay real estate taxes which accrue prior to the date of commencement of Lessees' rent obligation. "Real Estate Taxes: include real estate taxes and assessments. Special or otherwise, assessed on the Property, and other taxes imposed in substitution thereof. Should the State of Illinois, or any political sub-division thereof, or any other governmental authority having jurisdiction over the land or the building,

d). Upon signing of this Lease, Tenant shall pay to Landlord a sum of Twenty Thousand (\$20,000.00) dollars. This, in addition to all rents and other payments required by this Lease.

e). Tenant shall pay to the Shopping Center the charges imposed for the use and maintenance of the parking lot. At the present time the cost is \$ _____ per

reports on each partner showing no adverse credit history unless such partnership is a publicly owned partnership, or

- ii). all beneficiaries of any land trust assignee or sublessee, and credit reports on each partner showing no adverse credit history.
- e). That the assignee (if an assignment is proposed) assume all of Lessees' obligations under this Lease.
- f). That no notice of default to Lessees is then outstanding and uncured.
- g). Lessees shall remain personally liable after any such assignment or sublease.

17. QUIET ENJOYMENT

Landlord covenants and agrees that Tenant, upon paying the rent and all other charges provided for in this Lease, and upon observing and keeping all of the covenants, conditions and shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, without hindrance or molestation by or from anyone claiming by, through or under Landlord, subject to the terms of this Lease and any mortgage or encumbrance now or hereafter placed on the premises by Landlord.

18. TENANT'S DEFAULT

If Tenant,

- a). shall fail to pay any installment or rent or any additional sum when due hereunder;
- b). shall default in any of the covenants, agreements, conditions or undertakings herein agreed to be kept, observed and performed by the Tenant other than the payment of rent or additional rent or any part thereof when due, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant;

Then, in any of the above events, Landlord at its election, may terminate this Lease and with process of law, re-enter, expel, remove and put out Tenant and all persons who may be occupying the Premises under Tenant, using such means as may be lawful and necessary in so doing, and repossess and enjoy the Premises. Such re-entry and repossession shall not work a forfeiture of the rents to be paid and the covenants to be performed by the Tenant during the full term of this Lease. If any applicable law required any additional notice or greater period during which Tenant may attempt to cure a default before termination, this Lease shall be deemed to be modified to comply with such law.

Upon the expiration of the term of this Lease by reason of the happening of any of the events hereinabove described, or in the event of the termination of this Lease or right to possession, or both, as the case may be, by summary dispossession proceedings or under provision of any law now or at any time hereafter in force, by reason of or based upon or arising out of a default under or breach of this Lease on the part of Tenant, or upon Landlord

month.

4. TIME OF PAYMENT - PENALTY

- a). Rent shall be paid on the first day of each month of the term of this Lease. If any installment of rent accruing under the provisions of this Lease which is not received by the Landlord within five (5) days after said amount is due, the Tenant shall pay to Landlord a late charge equal to (Five Percent) 5% of such overdue amount and in any rent is not received within ten (10) days thereafter, it shall bear interest at the rate of Ten (10%) percent per annum from the date when the same is due hereunder until the same shall be paid.
- b). Tenant shall pay the first month's base rent of \$10,000.00 upon the signing of this Lease.

5. REAL ESTATE TAXES

Tenant agrees to pay and discharge as additional rent, all real estate taxes, special assessments and other special taxes assessed on the subject premises as outlined in paragraph 5.a. Tenant agrees to pay and discharge, as Additional Rent, punctually as and when same shall become due and payable without penalty, all personal property taxes, business taxes and occupation taxes, occupational license taxes, taxes on the rent, so-called Value Added taxes, and all other governmental taxes, impositions and charges of every kind and nature whether similar or dissimilar to the foregoing, which at any time during the Lease term shall be or become due and payable by Landlord or Tenant and which shall be levied, assessed or imposed.

- a). To pay to Lessor 100% of the Real Estate Taxes (as hereinafter defined) levied and assessed against the Property commencing on and after Lessees' obligation to pay rent, prorated on a monthly basis. Lessee will pay 1/12 each month as an estimate of Lessees' share of Real Estate Taxes when they come due. The amount of the Lessees monthly payment will be adjusted by Lessor, from time to time, to reflect increases or reductions in Real Estate Tax as reasonably estimated by Lessor. Lessor shall pay real estate taxes which accrue prior to the date of commencement of Lessees' rent obligation. "Real Estate Taxes: include real estate taxes and assessments. special or otherwise, assessed on the Property, and other taxes imposed in substitution thereof. Should the State of Illinois, or any political sub-division thereof, or any other governmental authority having jurisdiction over the land or the building

6. AUTHORIZED USES

Tenant intends to use the Premises for the following purposes, and shall not use the Premises for any other purposes whatsoever, without the prior written consent of the Landlord:

7. COMPLIANCE WITH LAWS: LICENSES AND PERMITS

a). COMPLIANCE WITH LAWS:

Tenant shall not use, or permit any person to use the Premises or any part thereof for any use or purpose in violation of Federal, State or Local Law, including, but not limited to present and future ordinances or other regulations of any municipality in which the premises are situated, and Tenant agrees, if, during the term of this Lease, new laws and regulations are imposed, Tenant will, at the sole cost and expense of Tenant, make alterations or improvements in or to the Premises which may be required by any Federal, State or Local Law, or by any municipal ordinance, or regulation applicable thereto. Tenant shall also comply with all orders, directives, rules and regulations of all governmental bodies, bureaus and offices having jurisdiction over Tenant or the Premises. Landlord makes no warranties or representations, and Tenant acknowledges that he has independently investigated same and represents that he will comply therewith.

b). LICENSE AND PERMITS

Tenant shall procure and maintain at Tenant's own expense and responsibility all licenses, permits or inspection certificates required by any governmental authority respecting Tenant's use of the Premises or the operation of Tenant's business thereon. Tenant may contest any such law, ordinance or regulation, and if required, may join Landlord's name in any such contest. In such event, however, Tenant shall indemnify Landlord against any costs, penalties or attorneys' fees incurred by or asserted against Landlord by virtue thereof.

c). OCCUPANCY

Tenant will not, at any time, use or occupy the Premises in violation of the certificate of occupancy issued for Premises.

8. LIABILITY INSURANCE, EMPLOYER'S INSURANCE AND INDEMNITY

a). GENERAL LIABILITY INSURANCE

Tenant shall, during the entire term of this Lease, at Tenant's own expense, keep in force by advance payment of premiums, public liability insurance in an amount not less than One Million (\$1,000,000.00) Dollars for injury to or death of one person as a result of one occurrence and not less than Two Million (\$2,000,000.00) Dollars for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars per occurrence, insuring Tenant, Landlord, and any mortgagee of Landlord against any liability that may accrue against them or any of them on account of any occurrence in or about the Premises during the term of this Lease or in consequence of Tenant's occupancy thereof and resulting in personal injury, death or property damage. All policies of insurance, as aforesaid, shall provide that they cannot be canceled, terminated or amended without thirty (30) days prior written notice to Landlord and Tenant. Tenant shall furnish to Landlord before Tenant may operate his business, copies of policies or certificates of insurance required by this Lease.

b). Tenant shall, during the entire term of this Lease, at Tenant's sole cost and expense, keep in force Dram Shop Insurance at no less than \$500,000.00. Tenant shall furnish to Landlord a copy of said Insurance Policy.

b). INDEMNITY

Tenant agrees to indemnify and save harmless from and against all claims of whatever nature arising from:

- i). any act, omission or negligence of Tenant, or Tenant's contractors agents, servants, invitees or employees, or:
- ii). arising from any accident, injury or damage whatsoever caused to any person or to the property of any person occurring during the term hereof in or about the Premises, where such accident, damage or injury results or is claimed to have resulted from any act or omission on the part of Tenant or Tenant's undertakings in this Lease. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in connection with any claims or proceeding brought thereon and the defense thereof, including reasonable attorneys' fees. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of this Lease

9. FIRE AND EXTENDED COVERAGE INSURANCE

Tenant agrees, at its sole cost and expense, during the entire term of this Lease, to keep the Premises, the Improvements, all other improvements, equipment and any supplies thereon adequately insured by reliable companies "for full replacement value" whereby the insurer will be obligated to pay full cost of repair or replacement as of the date of loss against damage caused by fire, smoke, explosion and other risks covered by standard extended coverage endorsements. Landlord shall also carry insurance against the risks of loss of rents and income resulting from any such hazards, which policy must provide coverage for six (6) months estimated income from the Premises.

Landlord and Landlord's Mortgagee shall be named as additional insured.

Anything herein to the contrary notwithstanding in the event of destruction of fifty (50%) percent or more of the facility to be constructed on the Premises by fire, act of God, or by any other cause, at anytime within eighteen (18) months prior to the termination of the then current term of this Lease, Tenant shall have the right to elect to terminate this Lease as of the date of such destruction by delivering written notice to Landlord within thirty (30) days of the date of such destruction.

10. MAINTENANCE

Tenant will, at all times during the term of this Lease, keep the Premises, appurtenances, fixtures, installations and equipment attached and related thereto, including any parking area and driveways, in good condition and repair, at Tenant's expense. Should any portion or

all of the premises be damaged or destroyed by fire, the elements or any other cause, with or without fault on the part of the Tenant, Tenant shall promptly rebuild or replace, at its sole cost and expense, both interior and exterior, ordinary or extraordinary, and foreseen and unforeseen. "Repairs" shall include a; necessary rebuilding, replacements, renewals, alterations, additions and betterments.

11. REPAIR BY LANDLORD

Landlord shall not be responsible for any repairs whatsoever.

12. RIGHT OF ENTRY BY LANDLORD

One hundred eighty (180) days prior to the expiration of this Lease, Landlord may post suitable notice on the Premises that the same are "For Rent" and may show the Premises to prospective tenants during normal business hours. Landlord may not, however, thereby unnecessarily interfere with the use of the Premises by Tenant.

13. ALTERATION FIXTURES: CONDITIONS OF TERMINATION

a). ALTERATIONS

Tenant, at Tenant's sole cost and expense, in a good workmanlike manner, may make such alterations to the Premises as Tenant may require for the conduct of its business. Tenant shall also have the right to erect, at Tenant's sole cost and expense, such temporary partitions, including office partitions, as may be necessary to facilitate the handling of Tenant's business and to install telephones and telephone equipment and wiring, and electrical fixtures, additional lights and wiring and other trade appliances. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon compliance) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord and Tenant agrees to carry such workmen's compensation, general liability, person and property damage insurance as Landlord may reasonably require. Landlord will cooperate in obtaining any permit approvals, appraisals and certificates.

b). FIXTURES

At the expiration or sooner termination of this Lease, Tenant shall be entitled to remove Tenant's personal property and trade fixtures, provided that Tenant has complied with all its obligations under this Lease and repair, in a good workmanlike manner, all damage done to the Premises by such removal. Nothing in this Article shall be construed to give Landlord title to or prevent Tenant's removal of trade fixtures.

14. SIGNS

Tenant may, if applicable laws permit, place suitable signs, emblems, logos, lettering and pictorial materials on the Premises for the purpose of indicating the nature of the business

carried on by the Tenant in said Premises; provided, however, that any such signs, emblems, logos, lettering and pictorial materials must first be consented to by Landlord. Such consent shall not be unreasonably delayed or withheld. In the event Tenant places any signs, emblems, logos, lettering or pictorial materials on the Premises without Landlord's consent, Landlord has the right to remove the same. Any damage to the Premises caused by installation or removal of signs, emblems, logos, lettering or pictorial materials shall be repaired at the expense of Tenant. All work shall be completed in a good workmanlike manner. Whatever consent of Landlord is required under this paragraph, such consent shall not be unreasonably withheld or delayed.

15. GLASS

Tenant agrees to immediately replace all glass broken or damaged on the Premises during the term of this Lease.

16. ASSIGNMENT AND SUBLETTING

Neither this Lease nor any interest therein whether legal or equitable, shall be assigned, alienated, pledged or hypothecated voluntarily or by operation on law, nor shall premises be sublet in whole or in part without written consent of Lessor having previously therein been obtained.

Lessor agrees that it will not unreasonably withhold its consent to an assignment of this Lease by Lessees nor to a sublease by Lessees. Lessees agree that the following requirements by Lessor in connection with giving or withholding its consent to an assignment or sublease are reasonable and shall be complied with prior to the proposed assignment or sublease;

- a). Except in the case of an assignment provided for in Paragraph 38, that amount of the Security Deposit shall be increased to an amount equal to three (3) months Basic Rent.
- b). That the name and address of the proposed assignee or sublessee be furnished to Lessor together with credit reports provided by a regular credit reporting agency on the proposed assignee or subleases showing no adverse credit history.
- c). That Lessees furnish the name and address of each shareholder of any corporate assignee or sublessee and the names of each of the principal officers of the corporation, together with a credit report on each of such shareholders and officers showing no adverse credit history unless such corporation is a publicly owned company.
- d). That Lessees furnish names of:
 - i). all partners of any partnership assignee or sublessee, and credit

recovering possession of the Premises under any of the foregoing circumstances whatsoever, whether with or without legal proceedings, Landlord may, at its option, at any time and from time to time, relet the Premises or any and receive and collect the rents therefore, applying the same first to the payment of such expense as Landlord may have incurred in recovering possession of the Premises, including legal expenses and attorneys' fees, and for putting the Premises into good order and condition, or preparing or altering the same for re-rental expenses, commissions and charges paid, assumed or incurred by Landlord in connection with the reletting of the Premises, and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided may be for the remainder of the term of this Lease or for a longer or shorter period. In any such case, and whether or not the Premises or any part thereof be relet, Tenant shall pay to Landlord the rent, any item of additional rent due hereunder, and all other charges required to be paid by Tenant up to the time of such termination or this Lease, or of such recovery of possession of the Premises by Landlord, as the case may be; and thereafter Tenant covenants and agrees, if required by Landlord, to pay to the Landlord until the end of the term of this Lease the equivalent of the amount of all the rent reserved herein and all other charges required to be paid by Tenant less the net avails of reletting, if any, and the same shall be due and payable by Tenant to Landlord on the several rent days above specified.

19. LANDLORD'S DEFAULT

Landlord shall, in no event, be charged with default in any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct such default), after written notice to Landlord by Tenant, specifically describing such failure.

20. RIGHT TO PERFORM FOR TENANT

If Tenant should fail to perform any of its obligations under the provisions of this Lease, Landlord shall have the right, but not the obligation, to do the same or cause the same to be done and Tenant agrees to reimburse any and all expenses incurred by Landlord in connection therewith thirty (30) days after receipt by Tenant of Landlord's invoice. These expenses include, but are not limited to filing fees, legal fees and bond premiums. Landlord may charge such expenses to Tenant as additional rent due from Tenant to Landlord, together with interest thereon, at the rate of two (2%) percent per month, in the event that Tenant does not reimburse Landlord within thirty (30) days prescribed. Nothing in this paragraph shall be construed to limit any and all other rights and remedies of Landlord.

21. WAIVER

No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or an acquiescence therein. No waiver shall be effective unless in writing, signed by Landlord, and no waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

22. REMEDIES CUMULATIVE

The remedies herein granted to Landlord shall not be exclusive or mutually exclusive and Landlord shall have such other and additional remedies against Tenant as may be permitted in law or in equity at any time. Any exercise of a right of termination by Landlord shall not be construed to eliminate or discharge any right of Landlord to damages on account of any default of Tenant.

23. LIENS

Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of the Landlord in and to the premises. The interest or estate of the Landlord shall not in any way be subject to any claim by lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's and materialmen's lien on account of labor or material furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of, or sufferance of Tenant.

In the event any lien is filed against or attached to the Premises, or Tenant's interest therein, at Tenant's option, Tenant shall either pay the amount of said lien in full or shall, upon demand of Landlord, provide any pay for a non-cancelable bond, placed with a reputable company, approved by Landlord, in an amount equal to one and one-half (1-1/2) times the amount of such lien and insuring the interest of Landlord and any mortgagee from any loss by reason of the filing of such lien. Tenant shall immediately pursue, in good faith, its legal remedies to the end of obtaining removal of said lien.

24. CONDEMNATION

If, after the execution of this Lease and prior to the expiration of the terms of this Lease, the Premises shall be taken in its entirety under the power of eminent domain or voluntarily sold under threat of such taking, or if such portion of the premises is taken so as to render the Premises unusable for the operation of Tenant's business, then the term of this Lease shall cease as of the date when the Premises is so taken, and rent shall be apportioned and adjusted as of the date of the taking or the sale in lieu thereof.

If only a part of the premises shall be taken under the power of eminent domain or sold under threat of such taking, and such partial taking shall not render the Premises unusable for the operation of Tenant's business, then this Lease shall continue in full force and effect as to the portion not taken under the power of eminent domain or sold under threat of such taking. In such event, the entire award for the taking, shall belong to the Landlord.

Nothing herein contained shall be construed, however, as a release or waiver by Tenant of any right it may have as a Lessee to obtain compensation from the condemner for business interference or interruption, relocation costs and moving costs.

25. SUBORDINATION AND NON-DISTURBANCE

This Lease and all of Tenant's rights, title and interest in and under the Lease shall be subject, subordinated and inferior to the lien of any and all ground leases, underlying leases,

covenants, conditions and restrictions of record, easements, mortgages and deeds of trust and to any and all terms, conditions, provisions, extensions, renewals or modifications of any such Leases, mortgages or deeds of trust which Landlord or any grantee or assignees of Landlord has or may place upon the Premises in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such Lease, mortgage or deed of trust.

In the event that a mortgagee, trustee or any other person acquires title or any other interest in the Premises pursuant to the exercise of any remedy provided for in any mortgage or deed of trust executed subsequent to the date hereof, Tenant's right of possession shall not be disturbed provided:

- a). Tenant is not then, and is not in the future, in default under this Lease, and:
- b). Tenant attorns to such title holder.

Tenant herein covenants and agrees that upon a mortgage foreclosure or foreclosure under a deed of trust it will attorn to any mortgage, trustee, assignee or any purchaser at the foreclosure sale as its Landlord and this Lease shall continue in full force and effect as a direct Lease between Tenant herein and such party upon all terms, conditions and agreements set forth in this Lease.

The subordination of this Lease to any mortgage or deed of trust now or hereafter placed upon the Premises shall be automatic and self-operative, and no further instrument of subordination shall be necessary. Without limiting such automatic and self-operative subordination, however, Tenant herein shall on demand, at anytime or times, execute, acknowledge and deliver to Landlord, or any grantee or assignee of Landlord, any and all instruments that may be necessary or proper to evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage or deed of trust. If Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument within five (5) days after demand, Landlord or any grantee or assignee or successor of Landlord, in addition to any other remedies available to it in accordance thereof, may execute, acknowledge and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact for that purpose.

26. END OF TERM

Upon the expiration or other termination of the term of this Lease, at Landlord's option, all structures and all attached fixtures belonging to Landlord shall be left on premises, in good order and condition. Tenant shall remove all of its personal property. All property permitted or required to be removed by Tenant at the end of the term which remains in the Premises after Tenant's removal shall be deemed abandoned and may at the election of the Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expenses. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

27. HOLDING OVER

Tenant shall not hold over beyond the expiration or sooner termination of the term of this Lease.

28. ENVIRONMENTAL

- a). Definitions. For purposes of this Article 24, "hazardous substance" means any matter giving rise to liability under any and all laws, regulations or ordinances, including but not limited to, the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6001 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 *et seq.*, the Illinois Environmental Act (IEPA), or any common law theory of liability (collectively, the "Environmental Laws").
- b). Prohibition. Tenant shall not conduct or authorize the generation, transportation, storage, treatment or disposal of, in or under the Property or the Building (including, but not limited to, the Premises), of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord's sole discretion, and the Tenant's failure to comply with the provisions of this Paragraph 24(b) shall constitute a default under this Lease.
- c). Permitted Activities. If (a) Landlord expressly authorizes Tenant to generate, transport, store, treat or dispose any hazardous substance on, in or under the Property or the Building, or (b) Tenant, in direct violation of this Lease, and without Landlord's express authorization, nevertheless generates, transports, stores, treats or disposes any hazardous substance on, in or under the Property or the Building (or authorizes another person or entity to do any of the foregoing):
- (i) Tenant shall, at its own cost, comply with any and all Environmental Laws;
 - (ii) Tenant shall promptly provide Landlord with copies of all communications, permits or agreements with any governmental authority or agency or any private entity relating in any way to the foregoing;
 - (iii) Landlord and Landlord's agents and employees shall have the right to enter the Premises and/or conduct appropriate tests for the purposes of ascertaining that Tenant complies with all Environmental Laws; and
 - (iv) Upon written request by Landlord, Tenant shall provide Landlord the result of appropriate tests of air, water or soil to demonstrate that Tenant complies with any and all Environmental Laws.
- d). Insurance Implications. Any and all increases in the premiums for insurance on the Premises, the Building and/or the Property that arise from Tenant's authorized or unauthorized actions shall be solely at Tenant's expense. Tenant shall procure and maintain, at its sole cost and expense, such additional insurance as may be necessary to comply with any requirement of any federal, state or local governmental or quasi-governmental agency with jurisdiction over the Premises, the Building and/or

the Property or as may be requested by Landlord.

- e). Environmental Audit. Landlord shall have the right, from time to time during the Term, as deemed reasonably necessary by Landlord, and again during the last year of the Term, to perform environmental inspections of the Premises ("Environmental Audit") to ascertain Tenant's compliance with the terms of this Article 24. In the event that any Environmental Audit reveals non-compliance (i) Landlord shall so notify Tenant ("Landlord's Non-Compliance Notice") and Tenant shall have a period of thirty (30) days from the receipt of Landlord's Non-Compliance Notice to remedy such non-compliance, at Tenant's sole cost, and (ii) upon demand from Landlord, Tenant shall pay to Landlord, any and all costs incurred in connection with the performance of the Environmental Audit. In the event that Tenant fails to remedy the subject non-compliance and Tenant shall, upon demand, reimburse Landlord for all costs thereof (including, but not limited to, the cost of the subject Environmental Audit), plus interest at the rate set forth in Section _____ from the date such costs are incurred to the date such costs, together with all interest, are repaid, in full, to Landlord.
- f). Remedial Action. If any of the Tenant's activities at the Property, whether or not such activities are in violation of this Article 24, result in the presence, release, threat of release, placement on, in or under the Property or the Building or the generation, transportation, storage, treatment, or disposal at the Property or the Building of any hazardous substance and such activities: (i) give rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Law, (ii) cause an adverse public health effect, or (iii) pollute, or threaten to pollute, the environment, Tenant shall promptly take, at Tenant's sole cost and expense, any and all necessary remedial and removal actions and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.
- g). Indemnification. Without limiting any other indemnifications or remedies granted to Landlord under this Lease, Tenant, its officers, directors and assigns hereby protect, indemnify, defend, and forever hold the Landlord, its beneficiaries and the beneficiary's partners and their respective officers, directors, employees, representatives, agents and assigns harmless from and against, any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses, contingent or otherwise, that any or all of the indemnified parties suffer or incur as a result of, or due to, any contamination of the Premises, the Building, the Property or any other property not a part of the Property, but which contamination arises or occurs as a result of the presence, treatment, storage, disposal, generation, transportation of hazardous substances in the Premises, or in the Building, the presence of which is caused or permitted by Tenant. The indemnification and hold harmless provisions of this Section 24(g) and the reimbursement obligations referenced in this Article 24, shall survive any termination of this Lease and shall be co-extensive with the other indemnification and hold harmless rights of Landlord under this Lease.

29. MISCELLANEOUS

a). AUTHORITY

The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

b). REVIEW OF DOCUMENTS

The parties hereto represent that they have read and understand the terms of this Lease, and that they have sought legal counsel to the extent deemed necessary in order to protect their respective interests.

c). TIME

Time is of the essence of this Lease.

d). CONSTRUCTION

The words "Landlord" and "Tenant" shall mean respectively all parties Landlord and Tenant, regardless of number. The word "he" shall be synonymous with "she", "it" and "they", the word "his" shall be synonymous with "her", "its" and "their", and words in the singular shall be held to include the plural when the content requires.

e). BROKER

Tenant and Landlord shall not be responsible for the payment of any real estate broker's or finder's fee, if any, pertaining to this Lease.

f). NO AGENCY CREATED

Tenant shall have no authority, express or implied, to act as agent of Landlord for any purpose. Tenant is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the business to be operated by Tenant or its sublessee including any personal property, equipment, fixtures or real property connected therewith and for all claims or demands based upon damage or destruction of property or based upon injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of said business.

g). FORCE MAJEURE

Whenever a period of time is provided in this Lease for Landlord to do or perform any act or thing, Landlord shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulations or control or other causes beyond the reasonable control of the Landlord.

h). PARAGRAPH HEADINGS

Paragraph headings of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in

anyway the scope or intent of the provisions hereof.

i). INVALIDITY OF A PROVISION

If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law. However, in the event that any material term of this Lease shall be stricken or declared invalid, Landlord reserves the right to terminate this Lease at his sole option.

j). LAW GOVERNING

The terms and provisions of this Lease shall be interpreted in accordance with and governed by the laws of the State of Illinois, without regard to principles or conflicts of law.

k). ENTIRE AGREEMENT

This Lease and any relevant documents referred to therein shall be deemed to include the entire agreement between the parties hereto and it is agreed that neither Landlord nor anyone acting on its behalf has made any statement, promise, or agreement or taken upon itself any engagement whatsoever, whether verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges or invalidates any of the provisions hereof, or extends the term of this Lease, and that no obligations of the Landlord shall be implied in addition to the obligations herein expressed. This agreement cannot be changed orally, but only by an agreement in writing signed by Landlord and Tenant.

l). PARTIES BOUND

The term of this Lease shall extend to and be binding upon the administrators, executors, representatives, heirs, assigns and successors of the parties of this instrument.

m). NOTICES

All notices to or demands upon the Landlord or Tenant desired or required to be given under any of the provisions hereof shall be in writing. All notices or demands from the Landlord to the Tenant shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail in an envelope properly stamped and addressed to Tenant at:

Flower Pepper, Inc.

Any notices or demands from the Tenant to the Landlord shall be deemed to have been duly and sufficiently given if mailed by United States registered or certified mail

in an envelope properly stamped and address to the Landlord at:

El Chinese, LLC
1375 Sunview Lane
Winnetka, Illinois 60093

Either party, by notice, sent by registered or certified mail to the other party, may change the address to which notice shall be send.

n). RECORDATION

It is the intention of the parties hereto not to record this Lease. However, should recordation of this Lease be required by applicable law, or any other reason, Tenant and Landlord agree to do so. Additionally, if required by applicable law or any other reason, each party at the request of the other shall execute and acknowledge, so that the same may be recorded, as Short Form Lease or Memorandum of Lease, indicating the Lease term, as well as any other terms necessary for recording. Tenant shall pay all of the costs and expenses of such recordation, including but not limited to any and all recordation taxes, transfer taxes, recordation fees and notary fees.

o). SIGNAGE AND DIRECTORY

Tenant may not erect, install or place any signage, of any nature or design, anywhere in the Premises or in the Building, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion. Landlord's failure to request removal of signage erected, installed or placed in violation of this Section 25(o), shall not be deemed to constitute Landlord's approval of, or consent to, such signage. Landlord shall maintain a listing on the Building directory of the names of tenants, which directory shall include the name of Tenant.

p). MODIFICATION REQUIRED BY LENDER

If a mortgagee of the Building requires that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise materially change the rights or obligations of Tenant under this Lease, Tenant shall, upon request from Landlord, execute appropriate documents evidencing such modifications.

q). WAIVER OF TRIAL BY JURY

To the full extent permitted by law, Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Premises and/or any emergency or statutory remedy.

r). LIGHT OR 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.

s). TAXES ON TENANT'S PROPERTY

Tenant shall be liable for and shall pay before delinquency, taxes levied against any personal property placed by Tenant in the Premises. If any such taxes on Tenant's personal property are levied against Landlord, or if the assessed value of the Building is increased by the inclusion of a value placed upon Tenant's personal property, Tenant shall, upon demand, repay to Landlord the amount of taxes levied against Landlord, or the proportion of such taxes resulting from such increase in the assessed value of the Building.

t). LEASE TAXES

If any governmental body levies a tax measured by, or based upon, in whole or in part, the value of, or amount of Rent, which tax is payable pursuant to the relevant statute or ordinance by Tenant (either directly by Tenant or indirectly by Landlord as collector for the taxing authority), then Tenant shall pay such tax in accordance with such ordinance or statute. If any governmental body levies a tax measured by, or based upon, in whole or in part, the value of, or amount of Rent, which tax is payable pursuant to the relevant statute or ordinance by Landlord, then Tenant shall pay or reimburse Landlord in full for any and all such tax payments made by Landlord.

u). THIRD PARTY DISCLOSURES

The terms and conditions of this Lease may not be disclosed by Tenant to third parties without the prior written consent of Landlord.

v). CORPORATE AUTHORITY

If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that (s)he is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such executions.

w). AMERICANS WITH DISABILITIES ACT

Each of Landlord and Tenant acknowledge and agree that Landlord shall be responsible for compliance with requirements imposed by The Americans With Disabilities Act of 1990 (the "ADA") with respect to the common areas of the Building and Tenant shall be responsible for compliance with requirements imposed by the ADA with respect to the Premises. Within ten (10) days after receipt, Tenant shall advise Landlord in writing, and provide Landlord with copies, of any notices received by Tenant alleging violation of the ADA relating to the Premises; any claim made or threatened (whether oral or written) regarding noncompliance with the ADA and relating to the Premises; or any governmental or regulatory actions or investigations instituted or threatened (whether oral or written) regarding noncompliance with the ADA and relating to the Premises.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2014/2014

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 Lead Ways Insurance Agency 121 Fairfield Way, STE 200 Bloomington, IL 60108	CONTACT NAME: James Chen PHONE (A/C, No. Ext): 630-582-1648 FAX (A/C, No.): 630-582-1663 E-MAIL ADDRESS: leadways88@yahoo.com <hr/> INSURER(S) AFFORDING COVERAGE <hr/> INSURER A: <hr/> INSURER B: Grange Insurance/Grange Mutual Casualty Co <hr/> INSURER C: <hr/> INSURER D: <hr/> INSURER E: <hr/> INSURER F: <hr/>
INSURED Pepper Flower Inc. DBA Szechuan House 4309 E New York St Aurora, IL 60504	NAIC #

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	BP2465428	06/16/2014	06/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	Y Y	BP2465428	06/16/2014	06/16/2015	Combined Single limits: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Restaurant.
For Liquor License.
Additional Insured: City of Aurora, IL
44 E Downer Place, Aurora, IL 60505

CERTIFICATE HOLDER City Of Aurora, IL	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. <hr/> AUTHORIZED REPRESENTATIVE
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