

21661

# 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: 5 / 1 / 15 TO 4 / 30 / 16

## I. APPLICANT INFORMATION

APPLICANT / CORPORATE NAME OM LLC  
 D/B/A NAME SUNSHINE PANTRY  
 BUSINESS LOCATION ADDRESS 2958 OGDEN AVE  
 BUSINESS PHONE (630) 820-0934 FAX NUMBER ( ) \_\_\_\_\_  
 APPLICANT'S REPRESENTATIVE VASUDEV PATEL  
 REPRESENTATIVE'S PHONE (630) 460-1810 CELL (630) 460-1810  
 E-MAIL ADDRESS FOR CONTACTING BUSINESS Patelv70@hotmail.com

## OFFICIAL USE ONLY

### REQUIREMENTS - NEW APPLICATIONS:

- APPLICATION FEE
- BIS (BUSINESS INFORMATION SHEET)
- FDF (FINANCIAL DISCLOSURE FORM)
- CERTIFICATE OF REGISTRATION (FOOD & BEVERAGE TAX)
- CERTIFICATE OF OCCUPANCY *Building? Permits?*
- CERTIFICATE OF INCORPORATION *- II Sec. of State*
- PIF (PERSONAL INFORMATION FORMS) (BACKGROUND CHECKS)
- SEATING CHART (DRAWN TO SCALE) (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: Articles of Incorporation  
Certificate of Good Standing

APPROVED  
 DENIED  
 DATE OF APPROVAL / DENIAL \_\_\_\_\_  
 \_\_\_\_\_  
 MAYOR / LIQUOR CONTROL COMMISSIONER

DATE RECEIVED 2/1/16  
 DATE ISSUED \_\_\_\_\_

*Sent Background v info 2/5/16  
 e-mail re: transfer of resp on lease 2/5/16*

*File 16-00123*

**II. BUSINESS INFORMATION**

Business Name OM LLC D/B/A: SUNSHINE PANTRY  
 Business Address 2958 OGDEN AVE, AURORA, IL - 60504  
 Employer Identification Number (EIN) 46-0754185  
 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 |
|--------------------------|----------------------------------|----------------------------|---------------------------|--------------------------|
| 2700                     | -                                | -                          | -                         | -                        |

**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

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: \_\_\_\_\_

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: SUNSHINE PANTRY

B. Name of ALL Partners (If more space is needed, please attach separate sheet): \_\_\_\_\_  
1. JAGRUTIBEN V PATEL  
2. BHAGYESHKUMAR R PATEL

C. Corporation Name: OM LLC  
Corporate Registered Agent / Contact: JAGRUTIBEN PATEL  
Corporate Headquarters Address: 851 PRESTON LN OSWEGO, IL - 60543  
Corporate Phone: 630-608-0772 Corporate Contact Cell Phone: 630-460-1818  
State of Incorporation: IL Date of Incorporation: Aug / 09 / 2012

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: JAGRUTIBEN V PATEL  
Position with Business: PRESIDENT % of Ownership: 95%  
Social Security Number: [REDACTED] Date of Birth: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ Place of Birth: [REDACTED]  
Home Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: [REDACTED]  
E-mail Address: [REDACTED]

Name: BHAGYESHKUMAR R PATEL  
Position with Business: Secretary % of Ownership: 5%  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ Place of Birth: [REDACTED]  
Home Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: [REDACTED]  
E-mail Address: [REDACTED]

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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: \_\_\_\_\_

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

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: \_\_\_\_\_

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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:** JAGRUTIBEN V PATEL  
**Position with Business:** PRESIDENT % of Ownership: 95%  
**Social Security Number:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_  
**Driver's License Number:** \_\_\_\_\_ **Place of Birth:** \_\_\_\_\_  
**Home Address:** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_

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**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:** \_\_\_\_\_

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**Cook / Chef's Name:** N/A  
**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<br/>                 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?<br/> <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?<br/> <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?<br/> <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>3 Years / 1 Month.</p>                                |
| <p>6. Does the corporation own or lease the building or the space in which the business is located?<br/> <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>31/Aug / 2018</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?<br/> <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>Corporate offices are changing, Not a New licence</p> |
| <p>10. State the estimated value of goods, wares and merchandise to be used in the course of business.</p>  | <p>\$ 300000.</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?<br/> <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?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state the person's name, title and agency.</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?  Yes  No

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.

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?  Yes  No

15. If applicant is applying for a **Class B - Fraternal Society or Club Liquor License:** *N/A*  
A. How many dues-paying members to you have? 0 (Attach a listing of members' names and addresses.)  
B. Does your club have the qualifications described in the Illinois Act and the City of Aurora Liquor Ordinance?  
 Yes  No *N/A*

16. Does your establishment have entertainment?  
 Yes  No If Yes, list each form of entertainment you will be holding (i.e. bands / solo acts, DJ's, etc.)

17. Do you employ security?  
 Yes  No  Only when entertainment is held  
If Yes, do you:  
 Hire Private Security Company  
 Use On-staff Employees  
 Hire Off-duty Police Officers  
 Combination of the Above  
If you hire a Private Security Company, please provide the company name and contact person.

18. For Class E-Restaurant, Class F, and Class F-1-Beer and Wine Restaurant applications, provide a copy of menu with application. *N/A*

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). *N/A*

20. Is the applicant required by the City of Aurora Liquor Ordinance to prepare and serve food for consumption on the licensed premises? *NO*  
 Yes  No (If YES, please attach a copy of your current County Health Department Certificate.)

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.) *Attached.*

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.) *Attached.*

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)?  Yes  No

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?  Yes  No (This requirement does not apply to renewal applications.)

**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**

[Redacted Signature]

\_\_\_\_\_  
President

[Redacted Signature]

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**INDIVIDUAL / PARTNERSHIP SIGNATURES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Signed and sworn to before me this 8 day of

January, 2016.

[Redacted Signature]

\_\_\_\_\_  
Notary Public

(SEAL)





**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                 | <b>a</b> \$ | Gifts from Individuals  | <b>f</b> \$ |
| Personal Accounts                 | <b>b</b> \$ | Gifts/Grants from Institutions  | <b>g</b> \$ |
| Loans from Financial Institutions | <b>c</b> \$ | Other Financing   | <b>h</b> \$ |
| Loans from Individuals            | <b>d</b> \$ | <b>TOTAL BUSINESS FINANCING (a-h)*</b>  | <b>=</b> \$ |
| Securities                        | <b>e</b> \$ | *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: \_\_\_\_\_ Date: Jun 17 116  
 Subscribed to and sworn to before me this 8 day of January, 2016  
 Notary Public for Kendall County



# 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

OM LLC d/b/a:

#### D/B/A NAME

SUNSHINE PANTRY

#### LOCATION ADDRESS

2958 OGDEN AVE, AURORA, IL - 60504

### PLANNED DAYS / HOURS OF OPERATION

|                                     |           |      |    |             |    |       |             |
|-------------------------------------|-----------|------|----|-------------|----|-------|-------------|
| <input checked="" type="checkbox"/> | SUNDAY    | FROM | 10 | A.M. / P.M. | TO | 11    | A.M. / P.M. |
| <input checked="" type="checkbox"/> | MONDAY    | FROM | 8  | A.M. / P.M. | TO | 11    | A.M. / P.M. |
| <input checked="" type="checkbox"/> | TUESDAY   | FROM | 8  | A.M. / P.M. | TO | 11    | A.M. / P.M. |
| <input checked="" type="checkbox"/> | WEDNESDAY | FROM | 8  | A.M. / P.M. | TO | 11    | A.M. / P.M. |
| <input checked="" type="checkbox"/> | THURSDAY  | FROM | 8  | A.M. / P.M. | TO | 11    | A.M. / P.M. |
| <input checked="" type="checkbox"/> | FRIDAY    | FROM | 8  | A.M. / P.M. | TO | 12:30 | A.M. / P.M. |
| <input checked="" type="checkbox"/> | SATURDAY  | FROM | 8  | A.M. / P.M. | TO | 12:30 | 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.):

N/A

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  *N/A*

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.

\_\_\_\_\_  
*[Redacted]*  
PRESIDENT / OWNER

\_\_\_\_\_  
*Jun/7/15*  
DATE

\_\_\_\_\_  
*[Redacted]*  
SECRETARY / OWNER

\_\_\_\_\_  
*01/07/2016*  
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.

\_\_\_\_\_  
*[Redacted]*  
PRESIDENT / OWNER

\_\_\_\_\_  
*Jun/7/16*  
DATE

\_\_\_\_\_  
*[Redacted]*  
SECRETARY / OWNER

\_\_\_\_\_  
*01/07/2016*  
DATE

\_\_\_\_\_  
CITY CLERK'S OFFICE

\_\_\_\_\_  
DATE





Location 33938

ASSIGNMENT, ASSUMPTION, CONSENT AGREEMENT  
ASSIGNMENT OF LEASE

I, the undersigned Tenant of those premises located at 2958 Ogden, Aurora, Illinois, hereby assign all of my right, title and interest in said lease attached hereto as Exhibit A to OM, LLC ("Assignee").

This Assignment shall be effective on, and rent and other charges payable to Landlord under said lease shall be prorated to December 1, 2012 ("Effective Date").

EXECUTED this 13<sup>th</sup> day of December, 2012.

Tenant

Pankaj Purshottam Patel

[Redacted signature]

ASSUMPTION OF LEASE

We, the undersigned, hereby agree from and after the Effective Date to assume the obligations and perform all of the terms and conditions of said lease. The address for notices pursuant to said lease is \_\_\_\_\_

2958 Ogden Ave, AURORA, IL - 60504

EXECUTED this 13<sup>th</sup> day of December, 2012.

[Redacted signature]

By: Yogeshkumar R Patel, Partner

Assignee

OM, LLC

[Redacted signature]

By: Pankaj Purshottam Patel, Partner

CONSENT TO ASSIGNMENT

We, the undersigned Landlord of the above premises, hereby consent to the above assignment and assumption of lease, provided that the assignment is subject to all of the terms and conditions of the lease, the account be brought current and that the Tenant, Pankaj Purshottam Patel, shall remain liable for the payment of the rent and the performance of all of the terms and conditions of the lease.

Landlord  
7-Eleven, Inc.

Date: December 13, 2012

By: [Redacted signature]  
Assistant Secretary

CONSENT IN LIEU OF A SPECIAL  
MEETING OF THE SHAREHOLDERS AND DIRECTORS  
OF SUNSHINE PANTRY, INC.

The undersigned, being the sole shareholders and directors of SUNSHINE PANTRY, INC., an Illinois corporation (the "Company"), does hereby approve and consent to the adoption of the following resolutions in lieu of holding a special meeting of the directors and shareholders and direct that this consent be placed with the corporate records:

RESOLVED, that the purchase of business and its assets located at 2958 Ogden Avenue, Aurora, Il as provided in that certain Purchase Agreement, a copy of which follows this Consent, is hereby approved and the execution of said agreement is hereby ratified and approved and BHAVESH PATEL as the President and officer of the Company is hereby directed to take such steps as are necessary to carry out the terms of this resolution.

FURTHER RESOLVED, that wherever herein provided that an officer of the Company shall execute and deliver such documents or take such action as he shall deem necessary or appropriate, or any documents to be executed by an officer of the Company shall contain such terms and conditions, or be in such form, as such officer shall deem necessary or appropriate, or any action to be taken by an officer the Company shall be deemed necessary or appropriate by such officer, then such determination (and the authority of the person so acting) shall be conclusively evidenced by such officer's execution of any such documents or the taking of any such action.

FURTHER RESOLVED, that BHAVESH PATEL as officer of the Company be, and is hereby, authorized to take all such further action and to execute and deliver all such further instruments and documents, in the name and on behalf of the Company and under its corporate seal or otherwise, and to pay all such expenses, which shall in his judgement be necessary or appropriate in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions.

FURTHER RESOLVED, that all prior actions taken by any officer or agent of the Company in connection with the above resolutions are hereby confirmed, ratified and confirmed, ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned has signed this consent as of  
June 29, 2006

  
the sole director and  
share-holder of the Company

**EXHIBIT A**  
**PRIME LEASE**

See attached.

JUN 29 2006 11:18AM

NO. 2990 P. 17

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

SUBLESSOR:

SUBLESSEE:

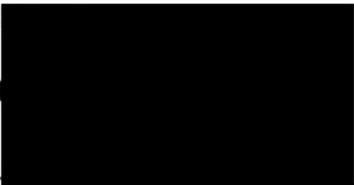
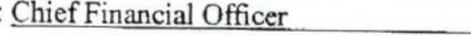
WHITE HEN PANTRY, INC.

Sunshine Pantry, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Bhavesh Patel  
Title: President

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

SUB   
WH   
By:   
Name: Cal Stuart  
Title: Chief Financial Officer

SUBLESSEE:  
XPRESS PANTRY, INC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUBLEASE**

BASIC INFORMATION

**Store #8304  
2958 Ogden Avenue  
Aurora, IL**

Sublessor: White Hen Pantry, Inc.  
700 East Butterfield Road, Suite 300  
Oak Brook, IL 60148  
Attn: Real Estate Department

Sublessee: Sunshine Pantry, Inc.  
  
2958 Ogden Avenue  
  
Aurora, IL

Guarantor: Bhavesh Patel

Prime Lease: Lease, dated as of November 12, 1982, by and between Prime Landlord, as landlord, and Sublessor, as tenant, as the same may have been amended, supplemented or otherwise modified

Prime Landlord: Gladstone Group I, Inc. as successor in interest

Shopping Center Address: 2958 Ogden Avenue, Aurora, IL

Commencement Date: July 7, 2006

Expiration Date: August 29, 2008, subject to extension as set forth in Section 1 hereof

Number of Extension Options: 2

Base Rent: \$3,166.67 per month, as increased as set forth in Section 1(a) hereof

Is Annual Reporting Required? Yes

The foregoing information (the "Basic Information") is incorporated into and made a part of this Sublease. Each reference in this Sublease to any of the Basic Information shall mean the respective information set forth above.

**SUBLEASE**  
2958 Ogden Avenue, Aurora, IL

**THIS SUBLEASE** (the "**Sublease**") is made and entered into as of this 7<sup>th</sup> day of July, 2006, by and between Sublessor and Sublessee (each as defined in the Basic Information). Capitalized terms used herein without definition shall have the meanings set forth in the Basic Information.

**WITNESSETH:**

**WHEREAS**, Sublessor and Prime Landlord are parties to that certain Prime Lease, a copy of which is attached hereto as Exhibit A, for certain space described in the Prime Lease (the "**Premises**"), in the shopping center located at the Shopping Center Address; and

**WHEREAS**, Sublessor desires to sublease to Sublessee and Sublessee desires to sublease from Sublessor the entire Premises for the term described in this Sublease and upon the terms and conditions hereinafter set forth; and

**WHEREAS**, Guarantor is guaranteeing all of the obligations of Sublessee under this Sublease;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **Term; Rent; Additional Rent**

(a) Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor the Premises for a term (as may be extended in accordance with Section 1(b) hereof, the "**Term**") commencing on the Commencement Date and expiring on the Expiration Date, at the Base Rent set forth in the Basic Information, which Base Rent Sublessee agrees to pay to Sublessor, without demand therefor, deduction or set-off (except as expressly set forth in Section 4(b) hereof), in lawful money of the United States of America in advance on the first day of each calendar month during the Term, at the office of Sublessor at the address shown in the Basic Information or at such other place Sublessor may designate. Sublessee shall pay the first month's installment of Rent to Sublessor upon the Commencement Date. Each year, the Base Rent shall be increased to one hundred two and one-half percent (102.5%) of the Base Rent that was in effect for the immediately preceding year. Each increase in Base Rent shall become effective on each anniversary of the first day of the month in which the Commencement Date occurs (for example, if the Commencement Date is May 2, 2006, then the Base Rent will be increased as described above on May 1, 2007 and on each May 1 thereafter during the Term).

(b) So long as (i) no default by Sublessee has occurred under this Sublease, (ii) all conditions to a term extension required under the Prime Lease have been satisfied and (iii) this Sublease has not been earlier terminated, Sublessee shall have the option to extend the term

of this Sublease for successive periods of five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Sublease; provided, however, that Sublessee shall be entitled to exercise only the number of such extension options equal to the Number of Extension Options set forth in the Basic Information. Sublessee shall exercise each said option by giving Sublessor written notice thereof no less than two hundred seventy (270) days prior to the end of the initial term or any subsequent extension period, as applicable.

(c) Sublessee shall pay, as additional rent, all real estate taxes, common area operating and maintenance expenses, insurance premiums and all other costs for which Sublessor, as tenant/lessee under the Prime Lease, is responsible under the Prime Lease ("**Additional Rent**" and, together, with Base Rent, "**Rent**"). Sublessee shall pay all such Additional Rent at the same time and place as Base Rent under this Sublease is to be paid, in an amount estimated from time to time by Sublessor. Beginning on the date of the first payment of Base Rent hereunder, and on the first day of each month for the remainder of the Term, Sublessee shall pay Sublessor one-twelfth of the amount Sublessor estimates as Additional Rent for each lease year during the Term, provided that if such date is other than the first day of the month, Sublessee shall make a prorated payment of such amount. Within thirty (30) days after Sublessor receives from Prime Landlord a final statement of, or any other communication regarding, Additional Rent owing under the Prime Lease for any lease year under the Prime Lease, Sublessor shall notify Sublessee of the actual Additional Rent for such lease year. If Sublessee shall have paid any excess over the actual Additional Rent, said excess shall be applied to rents next due, or, at Sublessor's option, refunded in cash to Sublessee as soon as reasonably practicable after delivery of Sublessor's statement, and any deficiency owed shall be paid by Sublessee to Sublessor within ten (10) business days after Sublessee's receipt of Sublessor's statement. Monthly installments of Additional Rent shall increase or decrease based upon Sublessor's notice of its estimate for the current calendar year.

(d) Sublessee acknowledges that late payment of Rent to Sublessor will cause Sublessor to incur costs not contemplated by this Sublease. Such costs include, without limitation, processing and accounting charges. Therefore, if Sublessee fails timely to pay any Rent due and payable hereunder on or before the date that is five (5) days after such Rent is due hereunder, a late charge of five percent (5%) of the amount due shall be charged by Sublessor and paid by Sublessee for the purpose of defraying the expenses incident to handling such delinquent payment. Sublessee and Sublessor agree that this late charge represents a reasonable sum considering all of the circumstances existing on the date hereof and represents a fair and reasonable estimate of the costs that Sublessor will incur by reason of late payment. Sublessee and Sublessor further agree that proof of actual damages would be costly and inconvenient. Acceptance of any late charge shall not constitute a waiver of the default with respect to the overdue payment, and shall not prevent Sublessor from exercising any of the other rights available hereunder. Such late charge shall be paid without prejudice to any other rights of Sublessor.

(e) Provided Sublessee is not in default under this Sublease and provided further that such amounts have been paid by Sublessee hereunder if so required as set forth herein, Sublessor shall pay in accordance with the terms of the Prime Lease any and all amounts due from Sublessor to the Prime Landlord under the Prime Lease.

(f) This Sublease is what is commonly called a "triple net lease." It is the intention of Sublessor and Sublessee that the Rent shall be absolutely net to Sublessor so that this Sublease shall yield to Sublessor the full amount of the installments or amounts of the Rent throughout the Term, subject to Sublessor's payments of rent required under the Prime Lease.

2. **Security Deposit.** Upon execution hereof, Sublessee shall deposit with Sublessor an amount equal to one month Base Rent (the "Security Deposit") as security for the full and faithful performance of every provision of this Sublease to be performed by Sublessee. If Sublessee defaults with respect to any provision of this Sublease, including but not limited to the provisions relating to the payment of Rent, Sublessor may use, apply or retain all or any part of such Security Deposit for the payment of any Rent and any other sum then in default or for the payment of any other amount which Sublessor may spend or become obligated to spend by reason of Sublessee's default or to compensate Sublessor for any other loss or damage which Sublessor may suffer by reason of Sublessee's default. If the Security Deposit or any part thereof is used, applied or retained in curing any such default, Sublessee shall within one (1) business day after demand therefor immediately deposit with Sublessor an amount in cash equal to the amount so used, applied or retained. Sublessee shall not be entitled to interest on any Security Deposit. Sublessor may commingle the Security Deposit with any of its other funds. If Sublessee shall fully and faithfully perform every provision of this Sublease to be performed by it and if no default under this Sublease shall then exist, Sublessor shall return the Security Deposit or any balance thereof to Sublessee upon the date which is forty-five (45) days following the expiration of the Term and Sublessee's vacation of the Premises.

3. **Use; Operation.** Sublessee shall use and occupy the Premises for a convenience food store, and for no other purpose. Sublessee covenants and agrees that continuously and uninterruptedly it will operate and conduct within the entire Premises the business it is permitted to operate and conduct under the provisions of this Sublease unless prevented from doing so by causes beyond Sublessee's control. Sublessee shall conduct its business in the Premises during the regular customary days and hours for such type of business in the trade area in which the Premises is located. The foregoing shall not be deemed to require 24 hours a day operation. Sublessee agrees to conduct its business, at all times, in compliance with all applicable laws and regulations and in a first class manner consistent with reputable business standards and practices and will keep the Premises in a neat, safe, clean and orderly condition. Should Sublessee fail to keep open the Premises and operate the business conducted thereon as specified herein, Sublessor shall notify Sublessee of such failure and Sublessee shall have fifteen (15) days to rectify such failure. If Sublessee fails to cure the failure within said fifteen (15) days then Sublessor may at its option, in addition to all other remedies available to it, terminate this lease without further notice effective immediately.

4. **Incorporation of Terms.**

(a) The terms, covenants, conditions and definitions of the Prime Lease (except such that are specifically excluded by this Sublease), are hereby incorporated in and made a part of this Sublease with the same force and effect as though set forth at length herein. By virtue of such incorporation, (i) the terms "lessee," "Lessee," "tenant," or "Tenant" in the Prime Lease shall be deemed, for the purposes of this Sublease, to refer to Sublessee and (ii) the

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terms "lessor," "Lessor," "tenant," or "Tenant" in the Prime Lease shall be deemed for the purposes of this sublease to refer to Sublessor.

(b) All of the rights and obligations conferred and imposed by the Prime Lease upon Sublessor are hereby conferred and imposed upon Sublessee, except as expressly set forth in this Sublease. Sublessee shall duly and fully keep, observe and perform each and every term and covenant on Sublessor's part to be observed and performed as lessee under the Prime Lease, except as such terms and covenants are expressly modified by the terms of this Sublease. Notwithstanding anything to the contrary contained herein, Sublessee shall not (i) take any action inconsistent with the terms of the Prime Lease, (ii) do or permit to be done by its agents, contractors, employees, invitees, visitors or licensees, anything prohibited to Sublessor as the lessee under the Prime Lease, or which constitutes a default under the Prime Lease, or (iii) take any action or do or permit anything which would result in any additional cost or other liability to Sublessor under the Prime Lease. Any deliveries of documents or other items that Sublessee is required to make under the terms of the Prime Lease shall be made to Sublessor in sufficient time for Sublessor to review such delivery and forward such delivery to the Prime Landlord within the time frames set forth in the Prime Lease. Provided that Sublessee is not in default under the terms of this Sublease, Sublessor shall not (x) default under its obligations to the Prime Landlord under the Prime Lease; or (y) voluntarily enter into a cancellation and/or termination of the Prime Lease with Prime Landlord; or (z) amend and/or modify the Prime Lease in any manner that would have a material adverse effect on the rights of Sublessee hereunder. With respect to any provision of the Prime Lease which is incorporated herein and provides for an abatement of rent under certain circumstances, Sublessee shall not be entitled to any rent abatement hereunder unless Sublessor actually receives a rent abatement under the Prime Lease. In the event of any inconsistency between the terms of this Sublease and the Prime Lease, including, without limitation, if this Sublease imposes stricter limitations or more onerous obligations on Sublessee than the Prime Lease imposes on the lessee thereunder, the terms of this Sublease shall control.

(c) Sublessor shall not be obligated to perform and shall not be liable for the performance by Prime Landlord of any of the obligations of Prime Landlord under the Prime Lease. Sublessor shall not be liable with respect to any representations or warranties of Prime Landlord contained in the Prime Lease, nor shall Sublessor be deemed to have made any representations or warranties to Sublessee by virtue of the incorporation of the Prime Lease into this Sublease. Sublessee shall have no claim against Sublessor by reason of any default on the part of Prime Landlord under the Prime Lease. Sublessee shall not make any claim against Sublessor for any damages which may arise by reason of any act or omission, whether intentional or negligent, of Prime Landlord. Except as expressly set forth below, nothing herein contained shall be deemed to authorize Sublessee to represent Sublessor in connection with any suit or claim by or against Prime Landlord. Sublessor shall have no obligation to render any services to Sublessee in or to the Premises of any nature whatsoever or to expend any money for the preservation or repair of the Premises. Sublessee agrees to look solely to Prime Landlord for the furnishing of any services to which Sublessor may be entitled under the Prime Lease. Provided Sublessee is not in default under this Sublease, Sublessor agrees to cooperate with Sublessee, and to use reasonable efforts (without, however, incurring any liabilities or expenses other than those liabilities or expenses for which Sublessee makes arrangements, reasonably acceptable to

Sublessor, to reimburse Sublessor) to enforce for the benefit of Sublessee the obligations of Prime Landlord to Sublessor under the Prime Lease. The foregoing covenant shall not be deemed to require that Sublessor commence legal action to enforce the obligations of Prime Landlord. If Prime Landlord shall default in any of its obligations to Sublessor with respect to the Premises and such default continues notwithstanding Sublessor's demands that Prime Landlord provide such services, then and in such event and provided that Sublessor receives Adequate Assurance (as defined below) and Sublessee is not in default in its obligations under this Sublease, Sublessee may either in its own name or in the name of Sublessor commence and prosecute legal action against Prime Landlord. As used herein "Adequate Assurance" means Sublessee providing Sublessor with an indemnity agreement and security therefor, each in form and substance reasonably satisfactory to Sublessor and its counsel, indemnifying Sublessor against any and all claims, charges, costs or expenses (including reasonable attorneys' fees and expenses) that may be incurred in connection with or arising out of Sublessee's enforcement or attempted enforcement of such rights described hereunder.

(d) The following provisions of the Prime Lease are inapplicable as between Sublessor and Sublessee and Sublessee shall have no rights or obligations with respect thereto: any renewal or extension option (except to the extent expressly provided in this Sublease), right of first offer, right of first refusal, termination option, build-out or tenant's work (other than the general provisions of the Prime Lease relating to alterations), any construction allowance, any security deposit given by Sublessor to Prime Landlord, any provision that has been redacted on Exhibit A attached hereto and, solely as it relates to Sublessor, Prime Landlord's limitation of liability.

(e) The existence of this Sublease is dependent and conditioned upon the continued existence of the Prime Lease and this Sublease shall automatically terminate on the termination, cancellation or expiration of the Prime Lease. If for any reason the term of the Prime Lease shall terminate prior to the Expiration Date, this Sublease shall thereupon be terminated and Sublessor shall not be liable to Sublessee by reason thereof unless both (i) Sublessee shall not then be in default hereunder, and (ii) said termination shall have been effected because of the breach or default of Sublessor as tenant under the Prime Lease.

(f) Whenever the Prime Landlord's consent is required under the Prime Lease for any matter or thing, Sublessor's prior written consent thereto shall also be required. Except as otherwise set forth in this Sublease, whenever Sublessor's consent to any matter or thing is required hereunder, such consent shall not be unreasonably withheld or delayed, provided that Sublessor's refusal to consent thereto, whenever the Prime Landlord's consent or approval is required under this Sublease or under the Prime Lease, shall be deemed reasonable if Prime Landlord has refused or failed to give such consent or approval.

(g) Sublessor represents that, as of the date hereof, (i) attached hereto as Exhibit A is a true and correct copy of the Prime Lease; (ii) Sublessor is not in material default under the Prime Lease; (iii) to Sublessor's knowledge, Prime Landlord is not in default under the Prime Lease; (iv) to Sublessor's knowledge, there is no material defect in the workmanship or construction of the Premises; and (v) to Sublessor's knowledge, the mechanical, electrical and other building systems for the Premises are in working order. As used herein, Sublessor's

knowledge shall mean the actual knowledge of Linda Kotek (who is Sublessor's lease administrator) and Ken O'Brien (who is Sublessor's head of maintenance).

(h) Sublessor agrees that it shall remain liable for all obligations, expenses and liabilities incurred by Sublessor under the Prime Lease prior to the Commencement Date, and Sublessee shall have no liability or other obligation in connection therewith.

(i) Sublessor agrees that upon performance of all terms, covenants, obligations, conditions and provisions hereof on Sublessee's part to be kept and performed, Sublessor shall not disturb Sublessee in the quiet enjoyment and possession of the Premises during the term of this Sublease, subject and subordinate to the terms of this Sublease and the Prime Lease.

#### 5. Insurance.

(a) Sublessee shall procure from companies satisfactory to Sublessor and maintain at its expense a policy of commercial general liability insurance insuring Sublessor, any other persons, firms or corporations designated by Sublessor as having an interest in the leased premises, and Sublessee as their interest may appear against liability covering the Premises and the use and operation thereof with limits of not less than \$1,000,000.00 per occurrence limit and \$2,000,000.00 general aggregate limit; said policy shall by its terms be primary with respect to any insurance carried by Sublessor or such other person, firm or corporation with Sublessor and any other persons, firms or corporations designated by Sublessor as having an interest in the Premises being named as an additional insured. Prior to Sublessee selling alcoholic liquor from the Premises, Sublessee shall procure and maintain insurance coverage against dram shop liability (as may be imposed by virtue of the Illinois Liquor Control Act, as amended) with Sublessor and any other persons, firms or corporations designated by Sublessor as having an interest in the leased premises being named as an additional insured. Prior to the commencement of any sales of alcoholic liquor from the Premises, Sublessee shall tender to Sublessor a certificate of insurance evidencing said coverage.

(b) Sublessee shall procure from companies satisfactory to Sublessor and maintain at its expense policies of insurance against breakage of all plate glass in the Premises.

(c) In consideration of the subleasing of the Premises at the rental stated herein, Sublessee agrees, at its sole cost and expense, but for the mutual benefit of Sublessor (including Sublessor's agents, nominees and employees), to purchase and keep in force during the term hereof, insurance under policies issued by insurers of recognized responsibility on the leasehold improvements and its merchandise, inventory, contents, furniture, fixtures, equipment or other personal property located in the Premises, protecting Sublessor and Sublessee from damage or other loss caused by fire or other casualty, including, but not limited to, vandalism and malicious mischief, perils covered by extended coverage, sprinkler leakage (if applicable) water damage (however caused), explosion, malfunction or failure of heating and cooling or similar apparatus, and other similar risks that would appear in a standard All Risk Property policy, in amounts not less than the full insurable replacement value of such property. Such insurance shall contain a replacement cost endorsement and a clause pursuant to which the insurance carriers

waive all rights of subrogation against Sublessor with respect to losses payable under such policies.

(d) Certificates of insurance evidencing general liability, glass insurance and casualty insurance required hereunder shall be deposited with Sublessor prior to the commencement of the term hereof and renewals thereof not less than thirty (30) days prior to the expiration of the term of such coverage. Any insurance required to be procured and maintained by Sublessee hereunder shall not be subject to cancellation except after ten (10) days prior written notice to Sublessor.

(e) Notwithstanding anything to the contrary contained herein and without limiting the generality of Section 4 hereof, the insurance requirements in this Section 5 are the minimum requirements that Sublessee must satisfy, and Sublessee shall additionally comply with all provisions under the Prime Lease relating to insurance, even if such provisions require insurance coverages in higher amounts and/or relating to additional risks.

(f) If Sublessee fails to comply with the provisions of this Section 5, Sublessor may obtain such insurance and keep the same in effect, and Sublessee shall pay Sublessor, as additional rent due hereunder, the premium cost thereof upon demand.

6. **Alterations.** Notwithstanding anything to the contrary set forth in the Prime Lease, Sublessee shall not make any alterations to the Premises without first obtaining Sublessor's prior written consent.

7. **Assignment; Subletting.** Notwithstanding anything to the contrary set forth in the Prime Lease, Sublessee may not assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Sublessee's interest in this Sublease or in the Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by any other than Sublessee, without the prior written consent of Sublessor, which consent may be withheld in Sublessor's sole discretion, and such restrictions shall be binding upon any assignee or subtenant to which Sublessor has consented. In the event Sublessor consents to any assignment, transfer or sublease as provided in the immediately preceding sentence, no such assignment, transfer or sublease may be consummated until Sublessee shall have (a) paid Sublessor a fee in the amount of One Thousand Dollars (\$1,000) as consideration for such consent, (b) reimbursed Sublessor for all of Sublessor's reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with any request by Sublessee for any consent under this Section 7 and (c) increased the amount of the Security Deposit to an amount which is twice the amount otherwise required under this Lease. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent or without satisfying the requirements of clauses (a), (b) and (c) above shall be void and shall constitute a default under this Sublease. No assignment, transfer, mortgage, encumbrance or subletting permitted under this Section 7 shall release Sublessee of its obligations or alter the primary liability of Sublessee to pay the Rent and to perform all other obligations to be performed by Sublessee hereunder. Consent to one assignment, transfer, mortgage, encumbrance or subletting shall not be deemed consent to any subsequent assignment, transfer, mortgage, encumbrance or subletting.

8. **Indemnification.** Sublessee hereby indemnifies and agrees to defend and hold Sublessor and Prime Landlord harmless from and against any and all costs, claims, actions, damages, demands, expenses (including reasonable attorneys' and consultants' fees), injuries, judgments, liabilities, penalties, losses and suits, suffered sustained or incurred by Sublessor or Prime Landlord in connection with, or as a result of, (i) the breach or default by Sublessee of any term, provision, covenant, or condition contained in this Sublease and (ii) except to the extent caused by Sublessor's negligence or intentional misconduct, any accident, act or omission, claim, hazard, injury, violation of any environmental, health, fire, zoning, building or safety codes, ordinances or regulations, death or damage to person or property arising, directly or indirectly, in whole or in part, out of the business conducted in, or the use or occupancy of the Premises, or occurring in, on or about the Premises, or any portion thereof, or arising, directly or indirectly, in whole or in part, from any act or omission of Sublessee or its licensees, servants, agents, employees, invitees, guests, suppliers or contractors. Sublessor hereby indemnifies and agrees to defend and hold Sublessee harmless from and against any and all costs, claims, actions, damages, demands, expenses (including reasonable attorneys' and consultants' fees), injuries, judgments, liabilities, penalties, losses and suits, suffered sustained or incurred by Sublessee in connection with, or as a result of, (x) the breach or default by Sublessor of any term, provision, covenant or condition of this Sublease and (y) except to the extent caused by Sublessee's negligence or intentional misconduct, any accident, act or omission, claim, hazard, injury, violation of any environmental, health, fire, zoning, building or safety codes, ordinances or regulations, death or damage to person or property that both occurred prior to the Commencement Date and that arose from any act or omission of Sublessor or its licensees, servants, agents, employees, invitees, guests, suppliers or contractors.

9. **Condition and Use of Premises.** Sublessee acknowledges that it has fully inspected the Premises, is satisfied with the condition thereof and is taking the Premises in an "as-is" and "where-is" condition, and, except as otherwise expressly set forth in this Sublease, Sublessor makes no representations or warranties (either express or implied) of any nature whatsoever with respect to the Premises or any personal property located therein, including, without limitation, warranties of merchantability or fitness for a particular purpose. No promise of Sublessor to alter, remodel or improve the Premises, or any portion of the Premises, and no representation respecting the condition of the Premises has been made by Sublessor or any employee, agent or representative of Sublessor to Sublessee. Sublessee's taking of possession of the Premises shall constitute an unconditional acceptance by it of the condition thereof.

10. **Waiver of Claims.** Each of Sublessor and Sublessee hereby provides to each other the waiver and agrees to comply with the provisions of the Prime Lease, if any, relating to waivers of claims that are covered by insurance (and typically referred to as "waiver of subrogation provisions") as if the same were applicable to Sublessor and Sublessee, respectively.

11. **Compliance with Laws.** Sublessee shall, throughout the Term, and at Sublessee's sole cost and expense, in accordance with the terms of the Prime Lease promptly comply or cause compliance with (including compliance by all employees, agents, contractors, representatives or others acting on its behalf), and in any event, shall not commit any act or omission which would result in any breach or violation of, any and all laws, whether present or future, foreseen or unforeseen, ordinary or extraordinary, which may be applicable to the

Premises, but only to the extent the same would be the obligation of Sublessor under the Prime Lease.

12. **Default.** If Sublessee shall default in the fulfillment of any of its covenants and agreements set forth herein or under the Prime Lease, and Sublessee shall fail to cure the default within any applicable cure periods, Sublessor shall have the same rights and remedies with respect to such default as provided to Prime Landlord under the Prime Lease. Such remedies shall be in addition to all other remedies available to Sublessor at law or in equity. In addition to the foregoing, and not in limitation thereof, Sublessor shall have the right, but shall not be obligated, to cure any breach or default of Sublessee under this Sublease, or the Prime Lease, and any and all costs incurred by Sublessor in connection with the curing of any such breach or default shall become immediately due and payable to Sublessor.

13. **Non-Waiver.** Failure of Sublessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such action at law or in equity as might be lawful or authorized hereunder. No waiver by Sublessor of a default by Sublessee shall be implied, and no express waiver by Sublessor shall affect any default other than the default specified in such waiver and then only for the time therein stated. All rights and remedies specifically granted to Sublessor herein shall be cumulative and not mutually exclusive.

14. **Surrender.** Upon expiration of the Term, or if, at any time prior to expiration of the Term, this Sublease shall be terminated as a result of Sublessee's default hereunder or otherwise, Sublessee shall (a) immediately quit and surrender up to Sublessor possession of the Premises in a broom-clean condition and in good order and repair, ordinary wear and tear, casualty and condemnation excepted, (b) remove all of its property from the Premises, and (c) remove all alterations of and improvements to the Premises that are required to be removed under the Prime Lease, all in accordance with the terms of the Prime Lease. Sublessee's obligation to observe or perform this covenant shall survive the expiration or termination of this Sublease.

15. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be by hand-delivery, first class air mail, or nationally recognized overnight courier to the addresses set forth below or to such other address of which either party may notify the other in writing. Such notices shall be deemed given: at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; and the first business day after timely delivery to the courier, if sent by courier.

If to:

Sublessor:

White Hen Pantry, Inc.  
700 East Butterfield Road  
Suite 300

Lombard, Illinois 60148  
Attn: General Counsel

with a copy to:

White Hen Pantry, Inc.  
700 East Butterfield Road  
Suite 300  
Lombard, Illinois 60148  
Attn: Real Estate Department

Sublessee: To the address set forth in the Basic Information

Each of Sublessor and Sublessee agree to promptly deliver to each other a copy of any notice received from or given to the Prime Landlord.

16. **Cross-Default.** It shall be a default under this Sublease if Sublessee is in default under any other lease or sublease under which Sublessee is the tenant or subtenant and Sublessor is the landlord or sublandlord.

17. **Reporting.** If the Basic Information indicates that Annual Reporting is Required, then:

(a) Within thirty (30) days after the close of each lease year during the Term and within thirty (30) days after the end of the Term, Sublessee shall deliver to Sublessor (a) a written statement showing the amount of sales (as defined below) during such lease year (or portion thereof occurring within the Term), which statement shall be certified by Sublessee as being true, correct and complete and (b) copies of all sales and use tax returns, properly completed, with respect to Sublessee's business in the Leased Premises for such lease year (or portion thereof). Sublessor and Prime Landlord, and their respective representatives and auditors, shall have the right to examine and audit during reasonable business hours all books and records of Sublessee pertaining to the sales made from the Premises, provided that any such examination and audit be commenced within eight (8) months after receipt of such statement. Sublessee shall keep full, complete and accurate records of all sales and shall preserve such records for a period of not less than such eight (8) month period and thereafter while any dispute with respect thereto is resolved. Sublessor shall keep all information with regard to such sales confidential, provided that such information may be disclosed to Sublessor's representatives and auditors and to Prime Landlord and its representatives and auditors.

(b) For purposes of this Section 17, the term "sales" shall have the same meaning ascribed to such term in the Prime Lease.

18. **Miscellaneous.**

(a) This Sublease, the Purchase and Sale Agreement between Sublessor and Sublessee relating to, among other things, Sublessee's purchase of certain personal property

located at the Premises, and the Bill of Sale executed by Sublessor in favor of Sublessee constitute the entire agreement of the parties relative to the subject matter hereof, and all prior negotiations, conversations, representations, agreements and understandings are specifically merged herein and superseded hereby. This Sublease may be modified only by a written instrument executed by the parties hereto. This Sublease is the result of the prior negotiations, conversations, representations, agreements and understandings of the parties and is to be construed as the jointly prepared product of the parties.

(b) The terms and provisions of this Sublease shall inure to the benefit of and shall be binding upon the parties and their respective successors, representatives and assigns (subject to the provisions hereinabove).

(c) Time is of the essence of this Sublease.

(d) This Sublease shall be construed in accordance with and governed by the laws of the State of Illinois.

(e) The paragraph headings used in this Sublease have been inserted for convenience of reference only and should not be construed to limit or restrict the terms and provisions, covenants and conditions hereof.

(f) If any term or provision of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

(g) This Sublease and any modifications or amendments hereto shall not take effect and be binding upon Sublessor until Sublessor executes the same.

(h) This Sublease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) If any lawsuit or arbitration or other legal proceeding arises in connection with any dispute concerning this Sublease, the prevailing party therein shall be entitled to receive from the other party the prevailing party's costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection therewith, in preparation therefor and on appeal therefrom, which amounts shall be included in any judgment therein.

(j) Sublessee hereby authorizes Sublessor, from time to time and in Sublessor's discretion, to perform checks of Sublessee's credit. Any Guarantor, by its guaranty of Sublessee's obligations under this Sublease, authorizes Sublessor, from time to time and in Sublessor's discretion, to perform checks of such Guarantor's credit.

[SIGNATURE PAGE FOLLOWS]

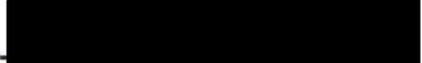
GUARANTY

The undersigned ("Guarantor") hereby guarantees prompt payment and performance of all obligations of sublessee under that certain Sublease, dated as of July 6, 2006 (the "Sublease"), by and between Bhavesh Patel, as sublessee, and White Hen Pantry, Inc., as sublessor, with respect to premises located at 2958 Ogden Avenue, Aurora, Illinois. Guarantor agrees that this is a guarantee of payment and not of collection only. Guarantor hereby waives all rights/ protections and privileges, whether by statute or common law, available to guarantors or sureties, including presentation, demand, payment, protest, notice of protest for nonpayment, and notice of any default. The obligations of the Guarantor hereunder shall not be affected by the failure of the sublessor or sublessee to assert any claim or demand or to enforce any right or remedy against the sublessee or any other person, any extension or renewal of any term of the foregoing Sublease, and any rescission, waiver, amendment or modification of any of the terms or provisions of any agreement related thereto. Guarantor authorizes sublessor, from time to time and in sublessor's discretion, to perform checks of Guarantor's credit.

If any lawsuit or arbitration or other legal proceeding arises in connection with any dispute concerning this Guaranty, the prevailing party therein shall be entitled to receive from the other party the prevailing party's costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection therewith, in preparation therefor and on appeal therefrom, which amounts shall be included in any judgment therein.

Dated: 7/11/06

Sunshine Pantry, Inc

By:   
Name: Bhavesh Patel  
Title: President



# CERTIFICATE OF LIABILITY INSURANCE

SUNSH-2 OP ID: CW

DATE (MM/DD/YYYY)

12/14/2015

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<br><b>Dasco Insurance Agency, Inc.</b><br>628 Academy Dr<br>Northbrook, IL 60062 | CONTACT NAME: <b>Mary Vodicka</b>  |
|   | PHONE (A/C, No., Ext): <b>847-291-0660</b> FAX (A/C, No.): <b>847-480-9889</b> |
| E-MAIL ADDRESS: <b>maryv@dascoins.com</b>   |  |
| INSURER(S) AFFORDING COVERAGE   |  |
| INSURER A: <b>General Casualty</b>  | NAIC #   |
| INSURER B:  |  |
| INSURER C:  |  |
| INSURER D:  |  |
| INSURER E:  |  |
| INSURER F:  |  |

INSURED **Om LLC d/b/a Sunshine Pantry**  
**2958 Ogden Ave**  
**Aurora, IL 60504**

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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                    | [REDACTED]    | 11/30/2015              | 11/30/2016              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPI/OP AGG \$ 2,000,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |                    |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A        | Liquor Liability  |                    | [REDACTED]    | 11/30/2015              | 11/30/2016              | Aggregate 2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
2958 Ogden Ave., Aurora, IL 60504

|   |  |
|---|--|
| CERTIFICATE HOLDER  | CANCELLATION   |
| <b>AURORAC</b><br><br>City of Aurora<br>65 Water Street<br>Aurora, IL 60505 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Carmie Wiggins</i> |

# Liquor License



September 16, 2015



Letter ID: L1740739600

License No.: 1A-0108072  
Expiration Date: 09/30/16  
License Type: RETAILER  
Account ID: 40872122

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
OM LLC  
SUNSHINE PANTRY  
ATTN: PANKAJ PARSHOTTAM PATEL  
851 PRESTON LN  
OSWEGO IL 60543-2002



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

|   |  |  |  |   |  |
|---|--|--|--|---|--|
|                                    |  | <b>STATE OF ILLINOIS</b><br>LIQUOR CONTROL COMMISSION<br>Governor Bruce Rauner |  | Letter ID: L1740739600                        |  |
|   |  |  |  | <b>1A-0108072</b><br>License Number           |  |
| IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:   |  | HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:              |  | <b>RETAILER<br/>OFF-PREMISES</b>              |  |
| OM LLC<br>SUNSHINE PANTRY<br>2958 OGDEN AVE<br>AURORA IL 60504-7202<br><br>Kane                                       |  |  |  |   |  |
| THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.<br>Warehouse: N/A |  | THIS LICENSE EXPIRES ON: <b>09/30/16</b>                                       |  | THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL |  |
| Sales Tax Acct # <b>40872122</b>  |  |  |  |   |  |

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

Trainer: 5A-0095409 10/2/2012 Date Issued: 10/2/2012  
Card Holder: Vasudev Patel  
851 Preston Lane  
Oswego, IL 60543

\*\*\*This card is not transferrable\*\*\*

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

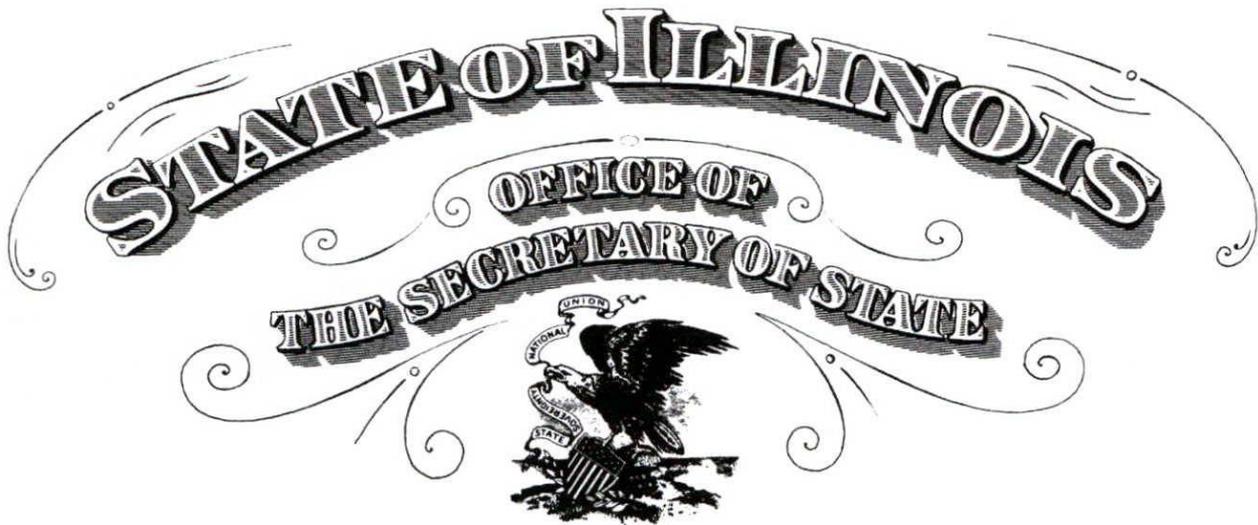
Trainer: 5A-0095409 10/2/2012 Date Issued: 10/2/2012  
Card Holder: Jagruti Patel  
851 Preston Lane  
Oswego, IL 60543

\*\*\*This card is not transferrable\*\*\*

| Liquor Manu                   |                       |                      |                           | Beer- Manu          | Grocceryary            |
|-------------------------------|-----------------------|----------------------|---------------------------|---------------------|------------------------|
| Tequila Rose strawberry       | Ciroc - Peach         | Captain Morgan -Rum  | Hipnotique                | Product of Miller   | Tobacco                |
| Tequila Rose strawberry       | Ciroc - Peach         | Sailor Jerrey- Rum   | Jagermeijter              | Product of Budvizer | General Merchandize    |
| Margaritaville Tequila Silver | Ciroc - Red Berry     | Kilokai- Rum         | South Comfort             | Product of Corona   | Soda                   |
| Cazadores Tequila reposado    | Ciroc - Red Berry     | Admiral Nelson;s Rum | Rumple Minze              | Modelo              | Dairy Product          |
| Cazadores Tequila Blanco      | Ciroc - Coconut       | Parrot Bay           | Disaronno                 | Pacifico            | Chips                  |
| Cazadores Tequila Angelo      | Ciroc - Coconut       | Don Q                | Edolce                    | Heineken            | Cookie                 |
| Sauza Tequila Gold            | Ciroc - Original      | Rum Chata            | Courvoiser                | Mike's harder       | Candy                  |
| Sauza Tequila Silver          | Ciroc - Original      | Bacardi              | Hennesy                   | Beck's              | Gum                    |
| Sauza Tequila Respondo        | Ciroc - Original      | Malibu               | Martell                   | Tacate              | Ice                    |
| 1800 Tequila Anejo            | Ketel One Citroen     | Baileys              | Remy Martin               | Victoria            | Juice                  |
| 1800 Tequila Respondo         | Ketel One Original    | Kahlua               | Jack Daniels              | Dos Equis XX        | Energy Drink           |
| 1800 Tequila Respondo         | Belvedere Vodaka      | Dooley's             | Canadian Club             | Amstel light        | Ice Cream              |
| 1800 Tequila Coconut          | Belvedere Vodaka      | Nuvo                 | Marker's Mark             | Brooklyn            | Frozen Food            |
| 1800 Tequila Coconut          | Belvedere Vodaka      | Everglo              | Jim Beam                  | Stella Artois       | News Paper             |
| 1800 Tequila Silver Blue      | Grey Goose- Le Citron | Van Gogh             | R & R                     | New Castle          | Phone Card             |
| 1800 Tequila Silver Blue      | Grey Goose- Orange    | X Rated              | Black Valvet              | Guinness            | Automotive product     |
| 100 Anos Tequila              | Grey Goose- La Poire  |                      | Mist                      | Samuel Adams        | Can Food ( Beans, etc) |
| Cabo Wabo Tequila             | Grey Goose- Original  |                      | Jameson                   | Blue Moon           | Pet Product            |
| Casco Viejo Tequila           | Grey Goose- Original  |                      | Chivas Regal              | Mosse Head          |                        |
| Jose Carvo Black Medillion    | Grey Goose- Original  |                      | Segram's 7                | Leinenflugel's      |                        |
| Jose Carvo Especia Silver     | Stolichnaya- Vodak    |                      | Crown Royal               | Wild blue           |                        |
| Jose Carvo Especia Silver     | Segram's - Vodaka     |                      | Black Label               | Fat tire            |                        |
| Jose Carvo Especia Silver     | Svedka- Vodaka        |                      | Red Label                 | Shock Top           |                        |
| Jose Carvo Especia Gold       | Dimitri- Vodaka       |                      | Buchanan's                | Smirnoff            |                        |
| Jose Carvo Especia Gold       | Gordons- Vodaka       |                      | Dewar's                   | Barcardi            |                        |
| Jose Carvo Especia Gold       | Skol- Vodaka          |                      | Wild Turkey               |                     |                        |
| El Jimador Tequila Reposado   | Smirnoff- Vodaka      |                      | Kessler                   |                     |                        |
| El Jimador Tequila Silver     | Kinky- Vodaka         |                      | J & B                     |                     |                        |
| Jose Carvo Tradicional        | New Amsterdam         |                      | Stuart                    |                     |                        |
| Corralejo Blanco Tequila      | Sobesky               |                      | Fireball                  |                     |                        |
| Corralejo Anejo Tequila       | Sky- Vodaka           |                      | 99 apples                 |                     |                        |
| Corralejo Reposado Tequila    | Burnett's Vodaka      |                      | Zwack                     |                     |                        |
| Don Julio Reposada            | Absolute- Vodaka      |                      | B & B                     |                     |                        |
| Don Julio Anejo               | UV Vodaka             |                      | E & J VSOP                |                     |                        |
| Don Julio Silver              | Effen                 |                      | Christian Brothers Brandy |                     |                        |
| Patron Reposado -Orange box   | Pinnacle - Vodaka     |                      | Paul Masson               |                     |                        |
| Patron Anejo -Yellow Box      | Goldschlager          |                      | New Amsterdam- Gin        |                     |                        |
| Patron Silver - Green Box     | Dr McGilliguddy's     |                      | No Ten                    |                     |                        |
|                               | Alize                 |                      | Bombay                    |                     |                        |
|                               |                       |                      | Seagram -gin              |                     |                        |

**Wine Menu**

|                                       |  |  |
|---------------------------------------|--|--|
| Moet Chandon Rose                     | Mirassou Chardonnay                      | Mezzacororra Carernet Sauvignoh        |
| Moet chandon white stare              | Mirassou pinotnoir                       | Dancing Ball chardonnay                |
| Korbel Extra Dry                      | Mirassou Riesling                        | Dancing Ball sauvignon Blanc           |
| Korbel chardonnay                     | Sutler home moscato                      | Dancing Bull Zinfandel                 |
| korbel burt Rose                      | Sutler home Pink Moscato                 | Blackstone Pinot Grigio                |
| korbel sweet rose                     | Sutler home Bubbly Moscato               | Blackstone merlot                      |
| korbel Burt                           | Sutler home Pink Moscato                 | Bolla pinot grigio                     |
| mumm Napa brut Prestige               | Chardonnay                               | Bolla Carernet Sauvignoh               |
| Martini & Rossi                       | sutter home cabernet savingnon           | Bolla merlot                           |
| Martini & Rose                        | sutter homepinot grigio                  | Bolla pinot ivoir                      |
| Chandon Blanc De noirs                | sutter home merlot                       | Turning Leaf pinot noir                |
| Gancia Asti                           | sutter home sweet red                    | Turning Leaf chardonnay                |
| Gancia prosecco Extra Dry             | sutter home white zinfandel              | Turning Leaf Riesling                  |
| Gancia spumante                       | Bernger pinot grigio                     | Turning Leaf white zinfandel           |
| cooks Grand Reserve                   | beringer white zinfadel                  | Turning Leaf Riesling                  |
| Cooks Extra Dry                       | Beringer Moscato                         | Turning Leaf pinot noir                |
| Cooks Spumante                        | California collection beringer Merlot    | Gullo Family white zinfandel           |
| Cooks brut                            | California collection beringer Merlot    | Gullo Family sweet red                 |
| barefoot Baubbly moscato spumante     | Redwood creek california pinot grigio    | Gullo Family pinot grigio              |
| Barefoot Baubblychurdony champ        | Apothic Red                              | Gullo Family pink moscato              |
| Barefoot bubbly brut cuvee chamany    | Apothic white                            | Gullo Family moscato                   |
| Barefoot bubbly white Zinfandel champ | Opera Mascato Opera Prima                | Gullo Family sonoma reserve merlot     |
| Pinot Grigio                          | Bartenura Rosato                         | Gullo Family sonoma reserve pinot gris |
| Arbor Mist Peach Sparkle              | B V Costal Est. Merlot                   | Gullo Family sonoma reserve chardonnay |
| Andre Blush Pink champagne            | B V Costal Est. Reisling                 | Acacia curn Pinot noir                 |
| Andre spumante                        | B V Costal Est Cabernet Savingnon        | Acacia Curn charrdonnay                |
| Andre Brut Champagne                  | <b>B V Napa Valley Chardonnay</b>        | Davinci riserva                        |
| Andre strawberry                      | Archetypvieyard Baro Cabernet Shiraz     | Natural Organic Charrdonnay            |
| Andre Extra Dry                       | Jekel Reisling                           | Natural Organic cabernet savvign       |
| Kedem sparkling Blush Grupejuice      | Relax Cool Red                           | Natural Orangic carmehere              |
| Kedem sparkling Cncord Grupejuice     | Relax Riesling                           | Bella Sera pinot grigio                |
| Wine                                  | Arber Mist Sangaria Zinfadel             | Bella Sera merlot                      |
| Yellow Tailreserve Merlot             | Arber Mist Merlot Blackberry             | Bella Sera moscato                     |
| Yellowtail reserve pinotgrigio        | Arber Mist Pinotgrigio Islandfruit       | Ecco Domanl cabernet merlot            |
| Yellow Tail rose                      | Arber Mist white Zinfannet melon         | Ecco Damanl merlot                     |
| Yellow Tail Riesling                  | Arber Mist chardonnay peach              | Ecco Domanl pinot grigio               |
| yellow tail cabernet sauvignon        | Arber Mistzinfandel strawberry           | Blackswan shiraz merlot                |
| Yellowrazcaber net                    | Arber Mist chardonnay trobical fruit     | Black swan chardonnay                  |
| yellow Tail Chardonnay                | Arber Mist whitezinfandel exotic fruit   | Blackswan shiraz merlot                |
| yellow Tail cabernet Merlot           | Arber Mist pinot noir mixed berry        | Jacob's Creek moscato                  |
| yellow Tail Merlot                    | Arber mist white Merlot cranberry fruit  | Jacob's Creek shiraz cabernet          |
| Yellow Tail shiraz                    | Arber Mist chardonnay orchard fruits     | Jacob's Creek Dry Riesling             |
| yellow Tail pinot grigio              | Arber Mist pinotnoir pomegranateberry    | Jacob's Creek shiraz cabernet          |
| Yellow Tail shiraz grenache           | Arber Mist Moscato Mangostrawberry       | Edna Valley syrah                      |
| Yellow Tail Moscato                   | Duboushett Liquer Strawberry Schnapps    | Edna Valley chardonnay                 |
| Barefoot Cabernet sauvignon           | Duboushett Liquer Amaretto Schnapps      | Edna Valley merlot                     |
| Barefoot Cabernet sweet red           | Duboushett Liquer Peach Schnapps         | Edna Valley cabernet sauvignon         |
| Barefoot Cabernetsauvignon Blank      | Duboushett Liquer Triple Sec             | McWilliams chardonnay                  |
| Barefoot Cabernet shiraz              | Rose's Sweetened Lime Juice              | McWilliams shiraz                      |
| Barefoot Cabernet moscato             | Raven's Wood Vintners Blend Shirez       |  |
| Barefoot Cabernet white zinfadel      | Raven's Wood Vintners Cabernet Sauvignan |  |
| barefoot Cabernet Chardonnay          | Raven's Wood Vintners Zinfendial         |  |
| Barefoot Cabernet Meriot              | Cavit Pinot Grigio                       |  |
| Barefoot cabernet Pinot grlglo        | Cavit Carernet Sauvignoh                 |  |
| barefoot Cabernet riesling            | Cavit Merlot                             |  |
| Barefoot Cabernet pink moscato        | Mezzacororra Merlot                      |  |
| Barefoot Cabernet Red Moscato         | Mezzacororra pinot grigio                |  |



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

OM LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 09, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1510002900

Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof,*** I hereto set  
*my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 10TH  
day of APRIL A.D. 2015 .*

*Jesse White*

SECRETARY OF STATE

# DuPage County Health Department

Environmental Health Services

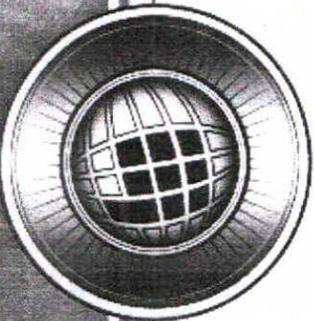
## PERMIT

to operate a food service establishment issued to:

PERMIT EXPIRES: 05/01/2016  
PERMIT #: FS1300095  
SUNSHINE PANTRY  
2958 OGDEN AVE  
AURORA, IL 60504

*This Permit is to be posted at all times in a location visible to patrons.  
The responsibility for maintaining the Permit rests with the operator. This Permit is not transferable.*

  
Karen J. Ayala  
Executive Director



DUPAGE COUNTY  
HEALTH DEPARTMENT  
Environ. Health Services

Verify that all of your Illinois Business Authorization information is correct.

**If not**, contact us immediately.

**If yes**, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard** - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

## Illinois Business Authorization

OM LLC

DBA: SUNSHINE PENTRY

2958 OGDEN AVE  
AURORA IL 60504-7202

Loc. Code: 022-0042-2-001

Aurora (DuPage)  
DuPage County

### Certificate of Registration

Expiration Date:

11/1/2017

Sales and use taxes and fees

(4087-2122)

  
Director

DEPARTMENT OF REVENUE  
Issued Date: 11/01/2012

# City of Aurora

Division of Building and Permits - 65 Water Street - Aurora, Illinois 60505-3305 - Phone: (630) 256-3130 - Fax: (630) 256-3139

## DEPARTMENT OF COMMUNITY DEVELOPMENT DIVISION OF BUILDING AND PERMITS

### CERTIFICATE OF OCCUPANCY AND COMPLIANCE

#### PERMANENT

Issue Date . . . . . 2/01/16

Parcel Number . . . . . 07-29-320-011

Property Address . . . . . 2958 OGDEN AV  
AURORA IL 60504

Subdivision Name . . . . .

Legal Description . . . . .

Property Zoning . . . . . PLANNED DEVELOP DIST

Owner . . . . . CHICAGO TITLE & TRUST #1100020

Contractor . . . . .

Application number . . . . . 16-00000146 000 000

Description of Work . . . . . \*\*CERTIFICATE OF OCCUPANCY (NO-WORK)

Construction type . . . . . 2B NONCOMBUSTIBLE

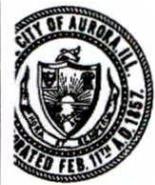
Occupancy type . . . . . M -MERCANTILE

Flood Zone . . . . .

Special conditions . . . . .  
SUNSHINE PANTRY

Approved . . . . . John P. Curby  
Building Official

VOID UNLESS SIGNED BY BUILDING OFFICIAL



# CITY OF AURORA, ILLINOIS

TAX RETURN FOR  
CITY PACKAGED LIQUOR TAX

OM LLC. DBA SUNSHINE PANTRY  
TAX DEPARTMENT  
851 PRESTON LANE  
OSWEGO IL 60543

ID # 2 4087-2122 11/02/15

*NOV-2015*

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PACKAGED LIQUOR TAX BASE  | 1 | 1 | 1 | 2 | 5 | 4 | 9 | 7 | 1 | 4 |   |   |   |   |   |
| AMOUNT OF TAX<br>MULTIPLY LINE ONE BY 2.75% (.0275)   |   |   |   |   |   |   |   |   | 7 | 0 | 1 | 1 | 7 |   |   |
| DEDUCT COMMISSION IF PAID ON TIME<br>MULTIPLY LINE TWO BY 2.1% (.021)   |   |   |   |   |   |   |   |   |   | 1 | 4 | 7 | 2 |   |   |
| AMOUNT OF TAX PAYABLE<br>(LINE 2 LESS LINE 3)   |   |   |   |   |   |   |   |   |   | 6 | 8 | 6 | 4 | 5 |   |
| PENALTY FOR LATE FILING/PAYMENT<br>MULTIPLY LINE 2 BY 7.5% (.075)   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| INTEREST FOR LATE FILING PER MONTH - MULTIPLY LINE 2 BY 1.25% (.0125) FOR<br>EACH MONTH (INCLUDING ANY PARTIAL MONTH) THAT PAYMENT IS LATE. |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| TAX, PENALTIES, INTEREST<br>FROM PREVIOUS MONTHS  |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| GROSS AMOUNTS PAYABLE<br>(ADD LINES 4 + 5 + 6 + 7)  |   |   |   |   |   |   |   |   |   |   | 6 | 8 | 6 | 4 | 5 |
| DEDUCT AUTHORIZED CITY CREDITS DUE  |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| TOTAL TAXES PAYABLE<br>(LINE 8 LESS LINE 9)   |   |   |   |   |   |   |   |   |   |   | 6 | 8 | 6 | 4 | 5 |

This return is due on or before the last day of each month following the month in which TAXABLE SALES are made.  
 The governing ordinance provides for significant financial penalties for late filing or failure to file this return.  
 Make check payable to: CITY OF AURORA.  
 Enclose the check and a copy of this form in the enclosed envelope. Keep a copy for your records.  
 Be sure to put proper postage on the envelope or the Post Office will not deliver it.

*Check # 2307*