

**ATABLE OF CONTENTS**  
**NOTHING BUT WINERS**  
**BUTTERFIELD VILLAGE CENTER**  
**LEASE**

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## RETAIL LEASE

THIS LEASE made on \_\_\_\_\_, **2015**, is by and between **THE BUTTERFIELD VILLAGE CENTER, LLC** (Landlord), and **NOTHING BUT WINERS, INC.** known as **"TENANT"**.

**FOR THE BUTTERFIELD VILLAGE CENTER, LLC – UNIT "111 "**  
**UNIT CONSISTS OF 1,360 SQUARE FEET**  
**BUTTERFIELD VILLAGE CENTER, LLC, 1515 BUTTERFIELD ROAD,**  
**AURORA, IL 60502**  
**THE BUILDING CONSISTS OF 14,883 SQUARE FEET**

**W I T N E S S E T H:**

**ARTICLE 1**

**DEMISED PREMISES; LANDLORD' S RESERVATIONS**

Subject to the provisions of Article 40, Landlord does hereby demise and lease to Tenant for use only by Tenant, and subject to the terms, covenants and conditions set forth herein, that certain space in the Shopping Center known as The Butterfield Village Center, LLC. with approximate dimensions of **20'8" X 65'0"** and consisting of approximately **1,360** square feet as more specifically shown on Exhibit A (PLANS) attached hereto and made a part hereof ("Premises") located in the shopping center as more specifically described on Exhibit B (LEGAL) attached hereto and made a part here of as the same may be expanded .

Tenant acknowledges that as of the date hereof the Center is part of a larger shopping center project commonly known as **THE BUTTERFIELD VILLAGE CENTER, LLC** (or such other name as Landlord shall determine).

Landlord specifically accepts and reserves to itself the use of the roof; the exterior portions of the Premises, including the outer walls of the building of which the Premises are a part, and any walls abutting said building, other than the storefront; and such areas within the Premises required for installation, maintenance and repair of utility lines and other installations required to service other tenants or occupants of the Shopping Center from time to time during the Term, it being agreed that such utility lines and other installations upon completion shall not materially interfere with Tenant' s general use and occupancy of the Premises, without Tenant' s specific consent. No rights are conferred on Tenant, and Landlord specifically accepts and reserves to itself, unless otherwise specifically provided, all rights to the land and improvements below the floor level of the Premises and to the air rights above the Premises and to the land and improvements located on and within the Common Areas and the Shopping Center, unless otherwise specifically provided.

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**ARTICLE 2**

**TERM: LEASE COMMENCEMENT DATE, RENT COMMENCEMENT DATE  
AND OFFICIAL TURNOVER DATE**

The first "Lease Year" shall be a period of twelve (12) calendar months and shall commence on the first day of the month following the Rent Commencement Date. Each succeeding twelve (12) month period shall be a Lease Year.

Upon the Rent Commencement Date, Landlord and Tenant shall enter into a lease amendment for the sole purpose of identifying the Commencement Date and the termination date of this Lease. (if the date entered in the Lease needs to change.)

1. **TURN OVER DATE:** Shall be sixty (60) days after the City of Aurora Building Department permit is received to build out the space.
2. **RENT COMMENCEMENT:** Tenant's obligation to pay minimum rent, additional rent and all other amounts due under this Lease shall commence on January 1<sup>st</sup>, 2016. If buildout is completed sooner, Tenant can move in sooner and rent for that period will be free.
3. **Notwithstanding anything to the contrary contained in this Lease,** Tenant shall be responsible for paying all its own utilities for the premises, beginning on the date that Tenant moves in.
4. **PROPOSED LEASE EXECUTION DATE:** August 31, 2015
5. **RENTAL ABATEMENT:** One (1) month or more, if build-out is completed sooner,
6. **USE:** The premises shall be used only as a Wine Store. The premises shall be used for no other purpose.
7. **TENANT IMPROVEMENT ALLOWANCE:** Landlord will do the entire buildout at Landlords standard. Material will be free of charge to Tenant.
8. **UTILITIES:** Landlord represents and warrants to Tenant that the premises will be separately metered for all utilities, including without limitation, natural gas, electricity, water and sewer, including telephone, television cabling and internet.
9. **LANDLORD'S CONSTRUCTION OBLIGATION:** Per Exhibit "C".
10. **ARCHITECTURAL DRAWINGS OF THE BUILD-OUT.** Will be done by Landlords Architect.

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**ARTICLE 3**  
**LANDLORD'S WORK; TENANT IMPROVEMENTS; SIGNS**

Subject to the conditions hereinafter set forth, Landlord agrees, at Landlord's sole cost and expense, to cause the building containing the Premises to be substantially completed and to cause the Premises to be completed substantially in accordance with the work set forth in **EXHIBIT "C, (the specifications)** which is attached hereto and made a part hereof. It is understood and agreed by Tenant that any changes from the "White Box Specifications" that may be necessary during the construction of the Shopping Center or the Premises shall not affect or change or invalidate this Lease. Tenant agrees that, in the event Landlord is unable to deliver possession of the Premises to Tenant for any reason, this Lease shall not be affected and shall remain in full force and effect provided, however, that if the Delivery Notice, (by Certified Mail) is not given to Tenant before, N/A either Landlord or Tenant may terminate this Lease by written notice to the other. In such event, Tenant agrees that termination is Tenant's sole remedy under this Lease and hereby waives all rights and claims for damages which Tenant may have suffered as a result of Landlord's delay in, or failure to, complete delivery of possession. All work other than that to be performed by Landlord, as provided in Exhibit C, shall be completed by Tenant in accordance with the Outline of Tenant Improvements set forth in Exhibit D, (Tenant Work). Which is attached hereto and made a part hereof, at Tenant's expense and shall hereinafter be referred to as "Tenant Improvements." Any equipment or work other than Landlord's Work which Landlord installs or performs in the Premises on Tenant's behalf and with Tenant's approval shall be paid for by Tenant to Landlord within ten (10) days after receipt of an invoice therefore at Landlord's cost plus fifteen percent (15%) for overhead, profit and supervision.

Tenant shall cooperate reasonably with Landlord in all ways so that the construction of the White Box Standards and the use and enjoyment of the Shopping Center by other occupants, customers and patrons shall be interfered with as little as possible. Landlord shall cooperate reasonably with Tenant in all ways so that the construction of the Tenant Improvements and the featuring and equipping of the Premises may proceed as expeditiously as possible.

Tenant shall install, at its sole cost and expense, on the sign band of the building containing the Premises, as part of the Tenant Improvements, a sign identifying Tenant or Tenant's business at Premises. The sign and the installation thereof shall be subject to the provisions of Exhibit E (SIGNS) attached hereto and to all local ordinances. No pylon or pole sign will be available to Tenant. **All drilling to attach the sign must be done from the outside in.**

~~Should tenant decide to complete the "White Box Specifications", at its sole cost and expense. Landlord agrees to pay Tenant a construction allowance in the amount of \$ \_\_\_\_\_ Dollars) per square foot, multiplied by the number of square feet certified to be contained in the Premises (exclusive of the loading dock area) pursuant to Article 1, within thirty (30) days after Rent Commencement date (subject to provisions herein, specifically including Exhibit D), and must supply Landlord final waivers of lien from all sub-contractors and suppliers that deliver anything to the site.~~

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ARTICLE 4  
MINIMUM RENT

Tenant shall pay to Landlord at the address specified below for the giving of notices, or to such other party or at such other location as Landlord may designate in writing from time to time, the following sums of money:

Minimum Rent. From and after the Rent Commencement Date, Tenant shall pay to Landlord the annual Minimum Rent in the amounts, and in monthly installments for five (5) years, (see below) plus Real Estate Tax and C.A.M. per "Exhibit F" monthly, which is on page 42:

**MONTHLY RENT**

01/01/16 to 12/31/16: \$ 1,926.67	<u>\$ One-Thousand-Nine-Hundred-Twenty-Six-Dollars &amp; 67/100</u>
01/01/17 to 12/31/17: \$ 1,984.47	<u>\$ One-Thousand-Nine-Hundred-Eighty-Four-Dollars &amp; 47/100</u>
01/01/18 to 12/31/18: \$ 2,044.00	<u>\$ Two-Thousand-Forty-Four-Dollars &amp; 00/100</u>
01/01/19 to 12/31/19: \$ 2,105.32	<u>\$ Two-Thousand-One-Hundred-Five-Dollars &amp; 32/100</u>
01/01/20 to 12/31/20: \$ 2,168.48	<u>\$ Two-Thousand-One-Hundred-Sixty-Eight-Dollars &amp; 48/100</u>

Such annual Minimum Rent, and the monthly installment payments thereof, shall be subject to adjustment as provided herein and shall be payable in advance on the first day of each and every month of the Term provided, however, that if the Commencement Date or termination date falls on a date other than the first day of a calendar month, then the Minimum Rent for such fractional month shall be prorated on the basis of one-three hundred sixty-fifth (1/365th) of the annual Minimum Rent for each day for such month included in the Term. Notwithstanding the foregoing, the first monthly installment of Minimum Rent and the amount of the security deposit required under Article 34 of this Lease shall be paid upon execution of this Lease. The Minimum Rent shall be payable at the times and in the manner set forth herein, without any prior demand thereof and without any deductions or setoffs whatsoever. Any rent received five (5) business days after the due date will be subject to a \$100.00 per day late fee, starting the first (1st) day of that month, due upon the following months rent due date.

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**ARTICLE 5  
BOOKS AND RECORDS; AUDIT**

Tenant's Proforma Financial Statement and tax returns (Exhibit H) are made part of the Lease as a record of the Tenant's ability to fulfill the financial obligation of the Lease. The Tenant unequivocally acknowledges the information contained in the Financial informal is accurate.

**ARTICLE 6  
TAXES**

In addition to all other amounts payable by Tenant pursuant to this Lease, Tenant shall also pay as additional rent to Landlord during the Term of this Lease Tenant's proportionate share of all Real Estate Taxes assessed for the Shopping Center, as the case may be for each calendar year or portion thereof during the Term of this Lease.

- (a) There shall be excluded from Real Estate Taxes those buildings and portions of the Shopping Center for which separate tax bills are received that are the sole responsibility of a single user under its lease or other agreement with Landlord.
- (b) Tenant agrees that Real Estate Taxes shall include all of Landlord's reasonable costs for attorney's fees, appraiser's fees, experts' fees and other costs incurred with respect to its efforts to minimize Real Estate Taxes. Tenant shall be advised of this action and have input if it is worth the expense or not.

Tenant shall pay taxes based on the business of Tenant including any sales or use tax, transaction privilege tax or other excise tax or assessment now or hereafter levied or assessed upon or against Tenant's, and all taxes based on any property of Tenant, real or personal, that shall at any time be in the Premises or any other part of the Shopping Center, including Tenant's installations, additions, improvements, fixtures and personal property.

Tenant's proportionate share of Real Estate Taxes (Exhibit F) shall be the percentage obtained by dividing the number of square feet of rentable area contained in the Premises by the total number of square feet of rentable area contained in the Shopping Center. Until the Shopping Center is fully occupied, there will be a reduced rate of Real Estate Taxes for the unoccupied portion of the Center. This will be to Landlords benefit only. As soon as an occupancy permit is received from the City of North Aurora, for Tenants Unit, Tenant will be responsible for the full tax bill. Other rentable area contained in any portion of the Shopping Center for which separate tax bill is issued and which is payable solely by another party.

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1. Payment of Real Estate Taxes.

During the term of the lease, tenants shall deposit with Landlord, in advance, in monthly installments beginning on the Rent Commencement Date and continuing thereafter on the first day of each calendar month during the term hereof, as extended, one twelfth (1/12th) of Tenant's Proportionate Share of the annual Real Estate Taxes as reasonably estimated from time to time by Landlord and set forth in written notices to Tenants (the "Monthly Tax Deposit"). Landlord shall pay Real Estate Taxes out of monthly Tax Deposits. If Tax Deposits do not meet Tenant proportionate share of Tax Assessment obligation, Landlord will submit to the tenant a copy of the tax statement and a request for the balance due. Tenants will deposit with Landlord the balance due within (10) days of notice. (See Expenses on Exhibit F). Any excess tax assessment collected will be refunded to tenant.

2. Final Tax Statement.

Within thirty (30) days after the Termination Date, or the termination of this Lease for any reason other than the expiration of the stated term, as extended, Landlord shall deliver to Tenant a statement (the "Final Tax Statement") of Tenant's Proportionate Share of the Real Estate Taxes, as reasonably estimated by Landlord, which have been or may be payable in connection with the Shopping Center, during the calendar year in which the term of this Lease, as extended, ends. If Tenant's obligation, as stated in such Final Tax Statement, shall exceed the amount held by Landlord as Monthly Tax Deposits toward the payment of Tenant's Proportionate Share of Ownership Taxes pursuant to Section 1 of this Lease, Tenant shall pay to Landlord, within, thirty (30) days after receipt of the Final Tax Statement, an amount equal to such excess. If the amount of such Monthly Tax Deposits shall exceed Tenant's obligation, as stated in such Final Tax Statement, Landlord shall refund such excess to Tenant with thirty (30) days after delivery of the Final Tax Statement. Tenant's obligations to pay any amount required by this Section shall survive the expiration or termination of this Lease.

**ARTICLE 7  
COMMON AREAS**

Landlord hereby grants to Tenant for the benefit of Tenant and its customers, invitees, business guests and visitors a nonexclusive license to use the Common Areas, in common with other occupants of the Shopping Center and their customers, invitees, business guests and visitors and others granted the right to use the Common Areas by Landlord, for their intended purposes.

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"Common Areas" means the portions of the Shopping Center and off-site areas that have at the time question been designated and improved for common use by or for the benefit of sidewalks, exterior walls, landscaped areas loading platforms and truck docks, ramps and stairs not contained in stores, directory signs and equipment, information and telephone booths, public and common washrooms and service areas, plazas, underground storm and sanitary sewers, utility lines and the like to the junction box serving one occupant exclusively, and any of the foregoing that serve the Common Areas; and any other facilities available for common use, all as they may from time to time exist at the commencement of the Term hereof, any by addition and substitution by Landlord thereafter, at the Shopping Center and at any adjoining properties that are included with the Shopping Center under any reciprocal easement agreement or other such agreement now or hereafter in effect, and as shall be available to all the tenants and occupants of space in the Shopping Center and such adjoining properties, other than the ring road adjacent to the Shopping Center. Landlord may at any time close any Common Areas to effect construction, repairs, alterations, additions or changes thereto and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof. The manner in which the Common Areas and facilities shall be maintained, altered and operated, and the expenditures thereof shall be at the sole discretion of Landlord. Common Area parking spaces shall be for the benefit of all Tenants and no Tenant shall occupy any space for longer than that Business is open each day. No overnight parking.

In addition to all other amounts payable by Tenant pursuant to this Lease, Tenant shall also pay as additional rent to Landlord, during the Term of this Lease, Tenant's proportionate share of all Common Area Charges for each calendar year or portion thereof during the Term.

"Common Area Charges" shall mean the total of all amounts paid by Landlord in connection with ownership, operation, maintenance and repair of the Common Areas, including the Shopping Center's share of all such payments made in connection with any adjoining properties that are operated, maintained and repaired in connection with the Shopping Center under any reciprocal easement agreement or other such agreement providing for the joint or shared operation of the Shopping Center and adjoining property, that shall include, but not be limited to, all costs and expenses incurred for: operation, maintenance and repair of parking areas, sidewalks, easement areas, roadways, service corridors, including resurfacing, restriping, sealing, painting, cleaning, trash removal and removal of snow and ice; any applicable or appropriate utility expenses; operation, Maintenance, repair and replacement of all lighting, electrical, plumbing, drainage, and other mechanical and utility systems; planting, replanting and replacing decorations, flowers and landscaping; signage; security systems; fire protection systems, including sprinkler system; maintenance and repair of roofs, walls and structural parts of buildings; water, power, storm water control and detention and sewerage charges; net premiums for all insurance carried by Landlord in connection with the Shopping Center,

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Tenant's proportionate share of Common Area Charges shall be the percentage obtained by dividing the number of square feet of rentable area contained in the Premises by the total number of square feet of rentable area contained in the Shopping Center, excluding any portion of the Shopping Center that is the sole responsibility of another party. However, in the event Common Area Charges are reduced because another party assumes sole responsibility for paying for cost or expense or providing a service within a category of expenditure included in the Common Area Charges, Tenant's proportionate share of the amounts of Common Area Charges within such category shall be determined by dividing the number of square feet of rentable area contained in the Premises by the number of square feet of rentable area contained in the Shopping Center other than the rentable area contained in such other party's space.

Tenant's proportionate share of Common Area Charges shall be paid by Tenant to Landlord, for the term of the lease, in equal monthly installments on the first day of each calendar month, an amount of one-twelfth (1/12th) of the amount estimated by Landlord to be Tenant's proportionate share of Common Area Charges for such year. Landlord reserves the right to change such estimate from time to time. Common Area Charges applicable to any period of less than full calendar month shall be prorated (See Expenses on Exhibit F)

Within one hundred twenty (120) days after the end of each calendar year, Landlord shall deliver to Tenant a statement showing in detail for such year Landlord's costs and expenses incurred, the amount of the Common Area Charges payable by Tenant and the amount of the monthly payments previously made by Tenant on account thereof. If the Common Area Charges for such year, shown in such statement, exceed the payments on account made by Tenant, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If such statement shows that the payments on account made by Tenant exceed the Common Area Charges payable by Tenant, Landlord shall apply such excess on any amount next falling due, if not payments are next due, such excess shall be refunded by Landlord.

Neither Landlord nor any company, firm or individual operating, maintaining, managing or supervising the Common Areas, nor any of their respective agents or employees, shall be liable to Tenant or any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damages, injuries, losses, expenses, claims or causes of action because of any interruption or discontinuance relieve Tenant from full performance of Tenant's obligation under this Lease.

**The grease trap the Landlord installed that is required by Fox Metro Sewer for any restaurant, the charge for servicing of this is unknown at this time. This expense will be shared by all Users of the trap and will be shared and prorated by the square footage of the space occupied in the Center. Not applicable in this use.**

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**ARTICLE 8**  
**USE**

Tenant shall use and occupy the Premises under the Trade name of **NOTHING BUT WINERS, INC.** and only for the purpose of **WINE STORE.** Tenant shall not change its name, or Business concept, without Landlord's prior written consent, which will not be unreasonably withheld, nor use the premises for any other purpose whatsoever. Tenant shall not use the Premises in a manner, or use or permit upon the Premises anything, that will invalidate any policies of insurance now or hereafter carried on the Shopping Center or that will increase the rate of insurance on the Premises or on the Shopping Center. Tenant shall pay all extra insurance premiums that may be caused by the use Tenant shall make of the Premises. Tenant shall not use or permit upon the Premises anything that may be dangerous to property, life or limb, and Tenant shall not in any manner deface or injure any building or any part. thereof. Tenant shall not do anything or permit anything to be done upon the Premises in any way tending to create a nuisance, or tending to disturb any other tenant in the building or occupants of neighboring property or tending to injure the reputation of the Shopping Center or the Project. Tenant shall not use the Premises for lodging or sleeping purposes or for any immoral or illegal purposes. Tenant shall not at any time manufacture, sell, use or give away and shall not at any time permit the manufacture, sale, use or gift of any spirituous, intoxicating or alcoholic liquors on the Premises. In Tenant's use of the Premises, Tenant shall not violate any of the covenants or restrictions recorded against the title to the land upon which the Shopping Center or Project is built.

Tenant, at its sole cost and expense, agrees to promptly comply with all laws, ordinance, codes and regulations affecting the Premises and the cleanliness, safety, operation and use thereof except for compliance required in connection with structural parts of the building in which the Premises are located, unless such compliance is the result of a use by Tenant of the Premises other than that permitted herein. Tenant shall immediately notify Landlord of any notice, correspondence or communication from any governmental agency regarding any failure to comply with, or any violation of, any such law, ordinance, code or regulation.

Tenant acknowledges and agrees that a shopping center is an interdependent enterprise, that the Shopping Center's success is dependent on the continued operation of Tenant's business, and that maintenance of the character and quality of the Shopping Center is enhanced by the continued occupancy of the Premises and the regular conduct of Tenant's business therein. Accordingly, Tenant agrees to open not later than the Rent Commencement Date and operate one hundred percent (100%) of the Premises from and after the Rent Commencement Date at all times during at least the first full Lease Year hereof, unless prevented from doing so because of fire, accidents, acts of God or other causes beyond Tenant's reasonable control, excluding financial causes, and Tenant agrees to keep open the Premises and diligently operate the business conducted therein, using a sufficient number of adequately trained personnel for efficient service. Unless otherwise required by Landlord, Tenant shall be open for business as provided above

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during such hours to which Landlord and Tenant shall mutually agree. Tenant agrees to conduct Tenant's business at all times in a first-class manner consistent with reputable business standards and practices, in good faith and in such manner that a high reputation of the Shopping Center and Project is maintained. Tenant agrees to keep the store adequately stocked with new merchandise in first-class condition, and Tenant agrees that storage and office space in the Premise shall be limited to that necessary for, and used in connection with, the Premises.

Tenant is also bound by the use restriction for the development:

## ARTICLE 9 UTILITIES

Tenant shall apply to the applicable utility company designated by Landlord or municipality for gas, electric and water, (Per City of North Aurora Water Department, they only allow one water meter for the entire Center. ~~Landlord will install a water meter in every Unit. That meter will be read by Landlord when Landlord receives the water bill for the Center. The regular amount of water usage will be paid from the Common Area Maintenance fund. Over usage will be billed by Landlord to Tenant, and Tenant will reimburse the Butterfield Village Center, LLC for this. For the water usage allowed, it will be 1,000 gallons per Unit, per billing period, which is about every six (6) weeks.~~ Electricity, and other utility services required by Tenant for use in the Premises and shall be responsible for the connection and installation of the same. Tenant shall pay for all utility services furnished for the operation of the Tenant's Premises. Landlord shall not be liable to Tenant for any damages, injuries, losses, expenses, claims or cause of action because of any interruption or discontinuance at any time for any reason in the furnishing of any of the utilities to Tenant's Premises, nor shall any such interruption or discontinuance be deemed any eviction or disturbance of Tenant's use or possession of the Premises, or any part thereof; nor shall any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligation under this lease.

## ARTICLE 10 CONDITION OF PREMISES; REPAIR AND MAINTENANCE

Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof and that Tenant has inspected the Premises and that the Premises are in good order and satisfactory condition. Tenant agrees that no representations respecting the condition of the Premises and no promise to decorate, alter, repair or improve the Premises or the Shopping Center have been made by Landlord or its agent or employees to Tenant, unless the same is specifically set forth in this Lease. Tenant shall have ten (10) days following its acceptance of possession of the Premises to provide Landlord with notice of any defect or deficiencies to be corrected by Landlord (so called, "Punch List Items").

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Tenant shall at its sole cost and expense (a) keep the storefront, entry doors, and the interior of the Premises in first-class condition and repair and decorate in a first-class manner; and (b) keep in a first-class, safe condition and repair all improvements, equipment, facilities and fixtures (including hardware and heating, cooling and ventilating equipment, electrical, plumbing, sprinklers and sprinkler heads and other mechanical facilities to the point of connection with Landlord's facilities) located in the Premises; and (c) replace all window glass and door glass broken in the Premises with glass of the same size and quality, unless the same shall result from any structural defect in the building. During the Term of this Lease, Tenant agrees to employ a suitable contractor, approved by the Landlord, to perform Tenant's obligations for maintenance of heating, cooling and ventilating systems within the Premises, including the sprinkler system and fire extinguishers. Such maintenance shall include at least semiannual inspections and licensing of said units and systems, together with such adjustments and servicing as shall be necessary or reasonably required by Landlord or Landlord's insurance underwriter.

**ARTICLE 11  
ALTERATIONS; TRADE FIXTURES**

Tenant shall not, without the prior written consent of Landlord, make any repairs, replacements, alterations, improvements or additions to the Premises. In the event Tenant desires to make any alterations, improvements or additions pursuant to this Article 11 or any repairs or replacements pursuant to Article 10 of this Lease, Tenant shall first submit to Landlord plans and specifications showing such work in reasonable detail. As a condition to granting such consent, Landlord may require evidence that all such work shall be in compliance with all codes and laws: that such work shall comply with the requirements of Landlord's insurance underwriters; that all necessary permits and licenses have been obtained; that such work is to be performed by contractors approved by Landlord; that Landlord has received evidence of insurance in form and amounts satisfactory to Landlord, and that Tenant comply with such other requests at Landlord may reasonably make in connection with such work.

All alterations, improvements and additions, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises shall become Landlord's property and shall remain on the Premises at the Termination of this Lease, by lapse of time or otherwise, without compensation to Tenant, excepting, however, all trade fixtures and equipment installed by Tenant in the Premises, regardless of whether or not the same are attached thereto. All such fixtures and equipment shall remain the property of Tenant and may be removed in whole or in part by Tenant at any time and from time to time during the Term provided: (a) any such trade fixtures and equipment removed during the Term shall be replaced with trade fixtures and equipment of like quality; and (b) any damage caused by such removal shall be repaired by Tenant at Tenant's expense. Should upon termination of lease or default, if tenant is liable for financial damages resulting from termination or default, landlord may at his sole discretion, take possession of any trade fixtures, liquidate these assets, and retain the proceeds as part of the settlement due.

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**ARTICLE 12**  
**INSURANCE**

In consideration of leasing the Premises at the rental stated in Article 4, Landlord and Tenant agree to provide insurance and allocate the risk of loss as follows:

Tenant, at its sole cost and expense, but for the mutual benefit of Landlord (when used in this paragraph the term "Landlord" shall include Landlord, its agents, servants and employees) and Tenant (when used in this paragraph the term "Tenant" shall include Tenant's agents, servants and employees), agrees to purchase and keep in force and effect during the Term hereof insurance, under policies issued by insurers of recognized responsibility, on the plate glass windows of the Premises and on its merchandise, inventory, contents, furniture, fixtures, equipment, the Tenant Improvements identified on Exhibit D and any additions, alterations or improvements made to the Premises during the Term and all other personal property located in the Premises, protecting Landlord and Tenant 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, theft, sprinkler leakage, water damage (however caused), explosion, malfunction of failure of heating and cooling or similar apparatus, and other similar risks on a 100% full repair and replacement cost basis of such property. Such Tenant insurance shall be on a Special Cause of Loss Form (All Risk) naming Landlord and Tenant, as loss payee with respect to the Tenant Improvements and any additions, alterations, or improvements made to the Premises with the certificate of insurance designating the specific dollar value of such above designated items. Tenant's policies of insurance should be made primary over any other valid and collectible insurance available to an additional insured. Such insurance shall contain a replacement cost endorsement and a clause pursuant to which the insurance carriers waive all rights of subrogation against the Landlord with respect to losses payable under such policies. All such policies shall provide that they are **primary** and not contributory. Tenant shall deliver such policies or certificates of insurance evidencing such coverage to Landlord upon execution of this Lease and thereafter not less than (30) days prior to the expiration date of any such policy.

Landlord agrees to keep in force and effect property insurance on the Shopping Center against fire and such other risks as may be included in extended coverage insurance from time to time on an agreed amount full repair and replacement cost basis. Landlord shall carry such insurance on a Special Cause of Loss Form (All Risk) for the replacement cost value. Such policy shall contain a replacement cost endorsement and a clause pursuant to which the insurance carriers waive all rights of subrogation against the Tenant with respect to losses payable under such policies; such policies shall be written by an insurer with an A or better rating per A.M. Best. Landlord shall also maintain a policy or policies of insurance insuring Landlord for the loss of rental/business, **flood** and utility interruption in the Shopping Center, ~~flood and earthquake coverage~~, and coverage for the increased costs of construction due to a recent change in building ordinance; all of which coverage premiums shall be paid by Landlord as Common Area Charges.

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Under this Lease, Landlord and Tenant intend that the risk of loss or damage as described above be borne by responsible insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and to seek recovery only from, their respective insurance carriers in the event of loss of a type described above to the extent that such coverage is agreed to be provided hereunder. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such policies. Landlord and Tenant agree that applicable portions of all monies collected from such insurance shall be used for the full compliance of the obligations of Landlord and Tenant under this Lease in connection with damage resulting from fire or other casualty, subject to approval, if appropriate, of Landlord's lender(s), which at the time hold(s) a lien on the Shopping Center or Project, with respect to restoration of the Shopping Center or Project.

### **ARTICLE 13 LIABILITY INSURANCE**

Tenant shall, at Tenant's sole cost and expense, and Landlord shall, as a Common Area Charge, maintain, during the Term, Commercial General Liability insurance on an occurrence basis, under policies issued by insurers with an A or better rating per A.M.. Best and approved by Landlord, for personal injury, bodily injury, sickness, disease or death or for damage or injury to or destruction of property (including the loss of use thereof). Commercial General Liability Insurance coverage includes:

- (a) Premises Operation;
- (b) Blanket Contractual;
- (c) Independent Contractors;
- (d) Completed Operations;
- (e) Broad Form Property Damage; and,
- (f) Host Liquor, if liquor is being sold from Premises.

Minimum limits of liability for such Commercial General Liability coverage shall be not less than \$1,000,000 each occurrence; \$1,000,000 Products and Completed Operations; \$2,000,000 General Aggregate; and \$1,000,000 Personal Advertising Injury.

Tenant's policy or policies shall name Landlord, its agents, servants and employees as additional insured. Tenant shall deliver such policies or certificates of insurance evidencing such coverage to Landlord upon execution hereof and thereafter not less than thirty (30) days prior to the expiration date of any such policy. No change in any Tenant insurance policy coverage shall be effected without the written consent of the Landlord. The Tenant policy shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least thirty (30) days written notice to Landlord. Tenant's insurance should be made primary over any other valid and collectible insurance available to such additional insured Tenant shall maintain workers

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compensation coverage for the Illinois statutory limits, including employers liability limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease and \$500,000 policy limit. Landlord and Tenant shall maintain umbrella liability insurance policies within limits for each Landlord and Tenant respective policy of not less than \$2,000,000 each occurrence; \$2,000,000 aggregate. Coverage under such policies must follow the respective underlying Commercial General Liability policy and the employer's liability policy. Landlord shall have the right from time to time to increase the types and limits of the Commercial General Liability insurance policy to be carried by Tenant during the Term if, in Landlord's sole judgment, such increase is necessary to bring such coverage in line with those generally required to be carried by similar businesses in similar locations.

See Exhibit G for Insurance Summary Requirements.

#### **ARTICLE 14 DAMAGE OR DESTRUCTION BY FIRE OR CASUALTY**

If the Premises or the building containing the Premises is destroyed by fire or other casualty as a result of any of the risks against which Landlord has procured insurance pursuant to Article 12 of this Lease, and such damage can be repaired or restored within one hundred twenty (120) days, Landlord shall promptly repair or restore the "White box" Work as described in Exhibit C attached hereto, subject, however, to zoning laws and building codes then in force. Landlord shall prosecute all such work diligently to completion. If Landlord determines in its sole discretion that such damage or casualty cannot be repaired or restored within one hundred twenty (120) days, or if more than fifty percent (50%) of the rentable area of Shopping Center is destroyed, Landlord shall have the right to terminate this Lease effective as of the date of such damage or destruction, upon written notice to Tenant.

If the Premises are damaged or made partially or wholly untenantable by fire or casualty, and if Landlord has not terminated this Lease pursuant to the provisions of this Article, Landlord shall use reasonable dispatch to restore the "White box" Work applicable to the Premises so damaged, subject however, to zoning laws and building codes then in force. Such restoration shall be completed as promptly as possible after receipt of the insurance proceeds by Landlord, but in no event more than one hundred eighty (180) days from the date of damage, except that such period shall be extended due to Unavoidable Delays. Landlord shall in no event be required to expend for such restoration at amount in excess of the insurance proceeds recovered as a result of such damage. Should Landlord not complete such restoration for any reason including Unavoidable Delays within three hundred days (300) days, Tenant may terminate this Lease by written notice to Landlord served within thirty (30) days after the expiration of said period. There shall be a reasonable abatement of Minimum Rent payable under Article 4 until completion of the restoration by Landlord, unless such damage is caused

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by the act or neglect of Tenant, its agents, servants, employees, guests, licensees or invitees, and Landlord is not fully reimbursed through rent insurance. If Landlord is required or elects to rebuild the Premises as herein provided, Tenant shall promptly repair or replace its Tenant Improvements, furniture, trade fixtures, floor coverings, decorations, equipment and stock in trade, and, if Tenant has closed, Tenant shall promptly reopen for business.

## **ARTICLE 15 CONDEMNATION**

If the whole or any part of the Premises or, in Landlord's judgment, any significant portion of the Shopping Center shall be taken or condemned by any competent authority for any public use or purpose (or a conveyance is made in lieu thereof), or if any adjacent property or street shall be condemned or improved in such manner as to require the use of any part of the Premises or of the Shopping Center, the Term, at the option of Landlord, shall end upon the date when possession of the part so taken shall be required for such use or purpose.

If the taking of any portion of Tenant's Premises renders the balance of the Premises inadequate for the operation of Tenant's business at the Shopping Center, and if Landlord has not terminated this Lease, Tenant shall have the right to terminate this Lease upon Written notice to Landlord within thirty (30) days from the date of such taking, such termination to be effective not less than ninety (90) days from the date such notice is given to Landlord.

In the event this Lease is terminated pursuant to this Article 15, Tenant agrees that the entire compensation awarded in or by reason of said condemnation proceedings, or conveyance in lieu thereof, shall belong to Landlord without any deduction there from for any present or future estate or interest of Tenant, all such right, title and interest, if any, being hereby assigned to Landlord. Current rent shall be apportioned as of the date of such termination.

## **ARTICLE 16 WAIVER OF CLAIMS: INDEMNITY**

Except for Landlord's negligence (except as otherwise provided in Article 12 of this Lease) Tenant waives all claims against Landlord and Landlord's agents and employees for injury to persons, damage to property or to any other interest of Tenant sustained by Tenant or any person claiming through Tenant resulting from any occurrence in or upon the Premises or building of which the Premises shall be a part, including, but not limited to, such claims for damages resulting from (a) any equipment or appurtenances becoming out of repair; (b) the Premises or the building being out of

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repair; (c) injury or damage done or occasioned by wind, water, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, vandalism, riot, or disorder or other casualty; (d) any defect in or failure of plumbing, heating, or air conditioning equipment, electric wiring or installation thereof, gas, water, steam pipes, stairs, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain, cooling coil or any other pipe or tank in, upon or about such building or Premises; (h) the escape of steam or hot water; (i) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such building or Premises or otherwise; (j) the falling of any fixture, plaster or stucco; and (k) any act, omission or negligence or covenants of other persons or occupants of said building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

Tenant agrees to protect, defend, indemnify and hold Landlord and Landlord's officers, agents, partners, servants and employees harmless from and against all claims, liabilities, losses, damages, fines, penalties, cleanup costs incurred in connection with either the removal or containment of any hazardous or toxic substances, and expenses for injury to or death of any person or loss of or damage to property in or upon the Premises or in or about the Shopping Center or Project that arises out of or in connection with Tenant's use or occupancy of the Premises or its activities at the Shopping Center or Project.

#### **ARTICLE 17 DEFAULT**

(A) The following events are hereby defined as "Events of Default"

1. The failure of Tenant to pay an installment of Minimum Rent or to make any other payments or deposits of money as required hereunder within ten (10) days after the same is due:
2. The failure of Tenant to perform or observe any of the other covenants, conditions, and agreements of this Lease on the part of Tenant to be performed or observed, and the continuance of such failure for a period of thirty (30) days after notice in writing thereof (which notice shall specify the respect in which Landlord contends that Tenant has failed to perform or observe any of such covenants, conditions and agreements) from Landlord to Tenant, unless, with respect to any default that cannot be cured within thirty (30) days, Tenant, or any person holding by, through or under Tenant, in good faith, within ten (10) days after receipt of such written notice, shall have commenced and thereafter shall continue diligently to prosecute all action necessary to cure such default;
3. (a) The filing of an application by Tenant for, or a consent to, the appointment, of a receiver, trustee or liquidator of itself or of all of its assets; (b) the filing by Tenant of a voluntary petition in bankruptcy or the

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filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due: (c) the making by Tenant of a general assignment for the benefit of its creditors; (d) the filing by Tenant of an answer admitting the material allegations of, or its consenting to, or defaulting in answering a petition filed against it in any bankruptcy proceeding;

4. The entry of an order, judgment or decree by any court of competent jurisdiction, adjudicating Tenant a bankrupt, or appointing a receiver, trustee, or liquidator of it or of substantially all of its assets; or
  5. The abandonment or vacation of the Premises by Tenant or the failure of Tenant to carry on its business at the Premises for a period of seven (7), consecutive days, except for Unavoidable Delays or as otherwise agreed to in writing by Landlord and Tenant.
- B. Landlord may treat any one or more of the Events of Default defined above as a breach of this Lease and thereupon, at its option, by serving written notice on Tenant, Landlord may have and exercise, in addition to all other remedies provided by law or in equity, one or more of the following remedies:
1. Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the value of the rent and other sums provided to be paid by Tenant for the balance of the stated Term of this Lease, and any other sum of money and damages due or to become due to Landlord from Tenant less the fair rental value of the Premises for said period.
  2. Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as herein above expressly provided) and without terminating this Lease, in which event Landlord shall use its best efforts to relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than that remaining under the stated Term of this Lease and the right to relet the Premises as part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Landlord may make such repairs, changes, alterations or additions in or to the Premises, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rent reserved in this Lease for such period or periods. If the Premises are relet, and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such repairs, changes, alterations and additions and expense of such reletting and the collection of the rent

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accruing there from to satisfy the rent and other charges above provided to be paid, Tenant shall satisfy and pay any such deficiency upon demand therefore from time to time; and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease from time to time, and that any suit or recovery of any portion due Landlord hereunder shall be no defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

Each right, power and remedy of Landlord and Tenant provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or in any other instrument or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights, powers or remedies provided for in this Lease or in any other instrument or now or hereafter existing at law or in equity, or by statute or otherwise, shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all such other rights, powers or remedies.

#### **ARTICLE 18 SUBORDINATION**

This Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgage or mortgages, blanket or otherwise that do now or may hereafter affect the real property of which the Premises form a part, and to any and all renewals, modifications, consolidations, replacements and extensions thereto. It is the intention of the parties that this provision be self-operative and that no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to any such mortgage or deed of trust or to confirm or evidence such subordination. Tenant covenants and agrees, in the event any proceedings are brought for the foreclosure of any such mortgage or deed of trust to confirm or evidence such subordination. Tenant covenants and agrees, in the event any proceedings are brought for the foreclosure of any such mortgage or deed of trust, to attorn, without any deductions or setoffs whatsoever, to the purchaser upon any such foreclosure sale, if so requested by such purchaser, and to recognize such purchaser as the lessor under this Lease. Tenant agrees to execute and deliver at any time and from time to time, upon the request of Landlord or of any holder of such mortgage or deed of trust or of such purchaser, any instruments that, in the sole judgment of such requesting party, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. Tenant hereby irrevocably appoints Landlord and the holder of such mortgage or deed of trust, or either of them, the attorney-in-fact of Tenant to execute and deliver for and on behalf of Tenant any such instrument. Tenant further

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waives the provisions of any statute or rule of law, now or hereafter in effect, that may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease, and the obligation of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed.

## ARTICLE 19 SURRENDER OF PREMISES

Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as provided herein, Tenant shall forthwith surrender the Premises to Landlord in a broom-clean condition and in good order, repair and condition subject only to damage by fire or casualty or ordinary wear and tear. If Tenant shall fail or refuse to leave the Premises in such condition, Tenant shall pay to Landlord, upon demand, the cost of putting the Premises in such condition.

Tenant agrees to remove, prior to such surrender, all of its furniture, goods, personal property and trade fixtures and any alterations, improvements or additions made by or for Tenant that Landlord directs Tenant to remove, and Tenant shall pay to Landlord upon demand the cost of repairing any damage caused by such removal. If Tenant shall fail or refuse to remove any such property, Tenant shall be conclusively presumed to have abandoned the same and Landlord may remove such property in any manner that Landlord shall choose and may sell, store, destroy or otherwise dispose of the same, without incurring liability to Tenant or any other person. Tenant shall pay to Landlord upon demand any **reasonable** cost incurred by Landlord in removing any such property and repairing any damage caused by such removal.

## ARTICLE 20 HOLDING OVER

In the event Tenant fails to surrender possession of the Premises at the termination of this Lease by lapse of time or otherwise, Tenant agrees to pay to Landlord a sum equal to one hundred and fifty percent (150%) of the Minimum Rent provided to be paid under the terms of this Lease and all other charges payable under this Lease. The provisions of this Article shall not operate as a waiver of Landlord's right of reentry.

If Tenant remains in possession of the Premises after the expiration of this Lease without the execution of a new lease, then, at the option of Landlord, expressed in a written notice to Tenant and not otherwise, Tenant shall be deemed to be occupying the Premises as a tenant from month to month, subject to all of the terms, conditions and covenants of this Lease insofar as the same are applicable to a month-to-month tenancy.

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**ARTICLE 21**  
**PERFORMANCE BY LANDLORD**

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease may (but shall be under no obligation to) at any time thereafter: (a) without demand upon (but with notice to) Tenant, make such payment; or (b) after ten (10) day' s prior written notice to Tenant of the necessity for such performance (or without notice in case of an emergency), perform such act for the account and at the expense of Tenant or both, as the case may be. All sums so paid by Landlord and all actual and reasonable costs and expenses (including reasonable attorney' s fees and expenses) so incurred shall be paid by Tenant to Landlord on demand, together with interest as provided in Article 31.H hereof.

**ARTICLE 22**  
**ASSIGNMENT AND SUBLETTING**

Tenant shall not transfer, assign, sublet, enter into a license or concession agreement or hypothecate, this Lease or Tenant' s interest in and to the Premises or any part thereof, permit any transfer or Tenant' s interest created hereby or allow any lien upon Tenant' s interest by operation of law or otherwise, nor permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without first obtaining the written consent of Landlord. Any attempt to otherwise transfer, assign, sublet, license or enter into a concession agreement or otherwise hypothecate, or transfer by operation of law or otherwise permit the use or occupancy of the Premises by a party other than the Tenant shall be void and confer no rights on any third party. The consent of Landlord to any transfer, assignment, subletting, license or concession agreement or hypothecation, or transfer by operation of law or otherwise or occupation by a party other than Tenant shall not constitute a waiver of the necessity of such consent to any subsequent transfer, assigning, subletting, license concession agreement or hypothecation or transfer by operation of law or otherwise or occupation by a party other than Tenant. Each transfer, assignment, subletting, license concession agreement, hypothecation, transfer by operation of law or otherwise or occupation by a party other than Tenant to which there has been consent shall be by an instrument in writing, in form reasonably satisfactory to Landlord, and shall include an agreement in writing by such party for the benefit of Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant. On execution a copy of such written instrument in a form satisfactory to Landlord shall be promptly delivered to Landlord forthwith.

All requests for Landlord' s consent shall be by written notice and, in the event Tenant requests Landlord' s consent to any transaction covered under the previous paragraph, Tenant shall promptly reimburse Landlord for all actual and reasonable expenses, including attorney' s fees, incurred by Landlord in conjunction therewith in any

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manner whatsoever. If Tenant requests Landlord's consent to any such transaction, Landlord shall have the right, independent of Landlord's right to refuse its consent, to terminate this Lease by written notice to Tenant served within ten (10) days of receipt of Tenant's written notice to Landlord requesting such consent, such termination to be effective not less than sixty (60) days from Tenant's receipt of Landlord's written notice of termination, unless Tenant shall by written notice to Landlord withdraw its request for Landlord's consent within five (5) days of receipt of Landlord's aforesaid election to terminate.

~~If Tenant is a corporation (other than a corporation whose stock is traded through a national or regional exchange or over the counter), partnership or other legal entity, and if the control thereof changes at any time during the Term of this Lease, or if all or substantially all of the assets of Tenant shall be sold, assigned or transferred with or without a specific assignment of this Lease, or if Tenant shall merge or consolidate with any firm, corporation or other legal entity, Landlord at its option may, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease subject to the remedies provided for breach in Article 17 hereof. Partnership control shall be deemed to have changed if one third (1/3) or more of the partners or any of the partners responsible for managing the partnership, have changed at any time during the Term of this Lease. If tenant is sole proprietorship, Landlord shall have the option to terminate this Lease in the event of Tenant's incapacity or death upon sixty (60) days prior written notice to Tenant or its legal representative.~~

### **ARTICLE 23 UNAVOIDABLE DELAYS**

The term "Unavoidable Delays" as used in this Lease shall mean delays or interruptions caused by strikes, lockouts, labor troubles, transportation problems, inability to procure materials or fuel, failure of power, restrictive government laws or regulations, condemnation, riots, insurrections, war, fire, or other casualty, acts of God, or other reasons (other than financial difficulties) not the fault of the party delayed in performing work or doing acts required under the terms of this Lease. It shall be a condition of the right to claim an extension of time as a result of an Unavoidable Delay that the party seeking such extension shall notify the other party within twenty (20) days after the occurrence of the Unavoidable Delay (s) specifying the nature thereof and the period of time contemplated or necessary for performance.

### **ARTICLE 24 RIGHTS RESERVED TO LANDLORD**

Landlord shall have the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and

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without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of rent:

- (A) To change the name of the Shopping Center or Project or its street address.
- (B) To install, affix and maintain any and all freestanding signs and any and all identification signs on the exterior of any buildings located in the Shopping Center or Project and to approve all inside coverings for windows and all internal visible from the exterior of the Premises.
- (C) To show the Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term and, if vacated during such year, to prepare the Premises for re-occupancy.
- (D) To make repairs in and about Shopping Center, or any part thereof, and for such purpose to enter upon the Premises, provided that reasonable notice is given to Tenant (except that notice need not be given in an emergency), and, during the continuance of any said work, to temporarily close doors, entryways, public space and corridors in any buildings of the Shopping Center or Common Areas and to interrupt or temporarily suspend services and facilities, all without abatement or rent or affecting any of Tenant's obligations hereunder, so long as the Premises are readily accessible, and so long as work shall be done in such manner as to minimize interference with Tenant's business at the Premises.
- (E) To have and retain a paramount title to the Premises free and clear of any act of Tenant purporting to burden or encumber it.
- (F) To grant to anyone the right to conduct any business or render any services in or about the Shopping Center or Project.
- (G) Landlord reserves the right at any time to make alterations, modifications, reductions, expansions or additions to and to build an additional story or stories on any building or portion of any building in the Shopping Center or Project, whether or not the Premises area contained therein and to build adjoining the same. Landlord reserves the right as to the Shopping Center or Project at any time to do, or permit to be done, any or all of the following: change the number of parking spaces and the location or configuration thereof; add or remove buildings, structures or Common Areas; change the number and location of buildings and structures; add to, alter or remove partially or wholly any structure or structures or to enclose or establish any mall area; change the identity and types of stores and tenancies and the dimensions thereof, including the alteration of lease lines as same adjoin Common Areas; provide subterranean and multiple level parking decks; convert Common Areas into leasable areas (including installation of kiosks) or construct temporary or permanent buildings or improvements in the

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Common Areas; change the location or character of or make alterations in or additions to the Common Areas and to otherwise alter, repair or reconstruction the Common Areas or to change the use thereof; and expand the size of the Shopping Center by acquiring or making available additional land; provided, however, that no such changes shall materially alter the size of the Premises or deny reasonable visibility of or ingress to and egress from the Premises.

- (H) Landlord reserves the right from time to time to enter into easements, reciprocal easement agreements or any other form of agreement Landlord deems necessary for the operation of the Shopping Center or Project provided, however, that no such agreement shall materially affect reasonable ingress to and egress from the Premises. Tenant expressly agrees that this Lease and all rights of Tenant hereunder are subject and subordinate to any such easements or agreements that do now or may hereafter affect the Shopping Center or the Project. It is the intention of the Parties that this provision be self-operative and that no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times, join in the execution of such easements or agreements or execute, acknowledge and deliver to Landlord, without expense to Tenant, any and all instruments may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to any such easements or agreements or to confirm or evidence such subordination.
- (I) Landlord reserves the right to relocate the Premises upon not less than three (3) months notice to Tenant, which relocation shall be at the sole cost and expense of Landlord. Any substitute Premises shall be substantially equivalent in terms of square footage and Tenant Improvements. In the event Tenant declines to accept the substitute Premises, this Lease shall terminate at the expiration of such notice period or at such earlier date agreed upon by Landlord and Tenant. Notwithstanding anything herein to the contrary, however, Landlord shall use its best efforts to prevent the necessity of relocating the Premises. In the event such a relocation is necessary, however, Tenant shall not be require to be closed for business for more than five (5) consecutive days.
- (J) To conduct an environmental audit of the Premises and to determine whether any hazardous or toxic substances are used, stored or located in the Premises and to issue rules and regulations in connection with such use and storage, including the right to require, at Tenant' s sole cost and expense, the complete removal of such substances and any cleanup that is required or that Landlord deems necessary in connection therewith.
- (K) The Landlord shall have the right to obtain annual credit reports as deemed necessary by the Landlord.

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**ARTICLE 25**  
**RULES AND REGULATIONS**

Tenant agrees to observe the reservations to Landlord in Article 24 hereof and agrees for itself and shall cause its employees, agents, clients, customers, invitees and guests to comply with the following rules and regulations and all such additional or substituted rules and regulations as Landlord may reasonably promulgate for the occupants of the Shopping Center.

- (A) Tenant shall not affix or maintain outside the Premises, including the exterior of the glass panes, doors and the exterior walls of the Premises, or any place within the Premises if intended to be seen from the exterior of the Premises, any signs, advertising placards, names, insignia, notice, trademarks, descriptive material or any other such like item or items, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Premises or Tenant's personal property reasonably caused thereby, to remove any of the same from the Premises, except such as shall have first received written approval of Landlord as to size, type, color, location, copy, nature, and display qualities and compliance with the requirements of Exhibit E to this Lease. No symbols, design, name, mark or insignia adopted by Landlord for the Shopping Center or Project shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the Premises that are visible from outside the Premises shall advertise any product without consent of Landlord. All signs located in the interior of the Premises shall be in good taste as not to detract from the general appearance of the Premises, the Shopping Center or the Project. Tenant shall not use handbills or other promotional materials or samples that are handed out or balloons for advertising at or around the Shopping Center or Project.
- (B) Tenant shall not, without Landlord's prior written consent, use the name of the Shopping Center or Project, except as the address of its business, or use pictures of the Shopping Center, the Project or buildings located therein.
- (C) Tenants shall not obstruct sidewalks, entrances, passages courts, corridors, vestibules, halls, elevators and stairways in or about the Shopping Center. Tenant shall not place objects against glass partitions or doors or windows that would be unsightly from the exterior of the Premises and will promptly remove the same upon notice from Landlord.
- (D) Tenant shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which might be offensive to other tenants and occupants of the Shopping Center, or that would interfere with the

INITIALS AK

operation of any device or equipment or radio or television broadcasting or reception from or within the Shopping Center or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Premises.

- (E) Tenant shall not, without the prior written consent of Landlord: (i) conduct or permit any fire, bankruptcy or auction sale or any fictitious "going out of business" sale (except as provided by law); or (ii) use or permit to be used the Common Areas for the sale or display of merchandise or for any other business occupation or undertaking or for solicitations, demonstrations or any other activities; or (iii) make any room-to-room canvass to solicit business from other occupants of the Shopping Center or Project.
- (F) Tenant shall not waste water and agrees to cooperate fully with Landlord to assure the most efficient operation of the Shopping Center and Project.
- (G). Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- (H) Tenant shall not attach any awning or other projections to the exterior walls of the Premises or the building from which they form a part.
- (I) All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost, provided such actual and reasonable costs shall be competitive to any similar service available to Tenant. Tenant shall not install or cause to be installed any automatic garbage disposal equipment, without the prior written consent of Landlord. Landlord may direct the use of all pest extermination at Tenant's cost at such intervals Landlord may require.
- (J) Tenant shall not install or operate any mechanical devices or machinery of a nature not directly related to Tenant's ordinary use of the Premises without the written consent of Landlord.
- (K) Tenant will cooperate and participate in all security programs affecting the Shopping Center and/or the Project.
- (L) Tenant can operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales,

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amusement devices and machines for the sale of beverages, food, candy, cigarettes or other commodities without the prior written consent of Landlord, provided it is within the Law.

- (M) Peddlers, solicitors and beggars shall be reported to the office of the management of the Shopping Center and/or Projects or as Landlord otherwise requests.
- (N) In no event shall Tenant bring, or permit any person to bring, into the Shopping Center, Project or Premises inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any hazardous or toxic substances or any other articles or intrinsically dangerous nature.
- (O) All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purpose by Landlord from time to time.
- (P) Tenant shall keep Tenant's display windows illuminated and signs and lights on the storefront lighted each and every day of the Term during the hours designated by Landlord.
- (Q) Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for employees parking by Landlord from time to time. Tenant shall furnish Landlord with the state of registration and automobile license numbers assigned to the cars of Tenants and its employees within five (5) days of any request to do so by Landlord.
- (R) Tenant agrees and accepts responsibility to "keep clean" the walkways in front and rear of premises. That includes but is not limited to application of salt to prevent ice conditions, obstacles in the walkway etc., outside Tenants Unit.
- (S) Tenant shall not discuss with other Tenants in the Shopping Center any of the terms listed within this lease agreement.

The foregoing covenants and agreements in this Article 25 are collectively referred to as "rules and regulations". Tenant agrees that Landlord may amend, modify and delete the rules and regulations and add additional rules and regulations for the use and care of the Premises, the Common Areas, the Shopping Center and the Project. Tenant agrees to comply with such additional rules and regulations or changes thereto, upon written notice to Tenant from Landlord of such changes and additional rules and regulations.

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**ARTICLE 26**  
**ESTOPPEL CERTIFICATES**  
**Subordination Agreements**

Tenant agrees that from time to time upon not less than ten (10) days prior request from Landlord, its duly authorized representative, having knowledge of the following facts, will deliver to Landlord a statement in writing certifying; (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that this Lease as modified is in full force and effect); (b) the dates to which the rent and other sums have been paid; (c) that Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) the amount of annual Minimum Rent; and (e) such other representations reasonably requested by Landlord.

**ARTICLE 27**  
**CONVEYANCE BY LANDLORD**

In case Landlord or any successor owner of the Shopping Center shall convey or otherwise dispose thereof to another person, such other person who shall become owner of the Shopping Center shall thereupon be and become Landlord hereunder and shall be liable upon all liabilities and obligations of this Lease to be performed by Landlord, which first arise after the date of such conveyance, and such original Landlord or successor owner of the Shopping Center shall, from and after the date of such conveyance, be free of all liabilities and obligations not then incurred.

**ARTICLE 28**  
**QUIET ENJOYMENT**

Landlord represents that upon the giving of the Delivery Notice, it will be seized of title to the Shopping Center and that it has good right and lawful authority to execute this Lease and that the same does not require joinder or approval of any other person, firm or corporation; that Tenant, its successors and assigns, upon paying the rent hereby reserved and performing and observing all of Tenant's duties and obligations at the time and in the manner set forth herein, shall peaceably and quietly enjoy and possess the Premises for the uses and purposes permitted hereby.

**ARTICLE 29**  
**BROKERS**

Tenant represents and warrants to Landlord that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker other than CATON COMMERCIAL REAL ESTATE GROUP in the negotiation or making of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from the claim or claims of any other broker or brokers claiming to have interested Tenant in the Shopping Center, the project or Premises or claiming to have caused Tenant to enter into this Lease.

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**ARTICLE 30  
NON WAIVER**

No failure by Landlord or Tenant to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default hereunder, and no acceptance of full or partial rent during the continuance of any such default, shall constitute a waiver of any such term or of any such default. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent default.

**ARTICLE 31  
MISCELLANEOUS**

- (A) This Lease and the exhibits and riders, if any, attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- (B) It is the intention of this Lease to create the relation between the parties hereto landlord and tenant and no other relation whatsoever, and nothing herein contained shall be constructed to make the parties hereto partners or joint ventures, or to render either party hereto liable for any of the debts or obligations of the other party.
- (C) Article headings in this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof. The necessary grammatical changes that shall be required to make the provisions of this Lease apply: (a) in the plural sense if there shall be more than one Landlord or Tenant; and (b) to any Landlord or Tenant that shall be either a corporation, an association, a partnership or an individual, male or female, shall in all instances be assumed as though in each case fully expressed.
- (D) The conditions, covenants, and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto) and their respective heirs, executors, administrators, successors and assigns. This provision shall not relieve Tenant from the requirements set forth in Article 22 of this Lease. All covenants and agreements of this Lease shall run with the land for the Term of this Lease.
- (E) In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

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invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

- (F) All rights and remedies of Landlord herein created or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.
- (G) The submission of this Lease for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.
- (H) This Lease is a shopping center lease, as contemplated by the United States Bankruptcy Code, as amended, and such provisions thereof as are applicable to shopping center leases are applicable to this Lease.

**ARTICLE 32**  
**MERCHANTS' ASSOCIATION; PROMOTION OF SHOPPING CENTER**

INTENTIONALLY DELETED

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**ARTICLE 33  
NOTICES**

Notices and demands required or permitted to be given hereunder shall be given by personal delivery or be sent by certified mail, postage prepaid, addressed, if to Landlord, at:

**THE BUTTERFIELD VILLAGE CENTER, LLC  
P.O. BOX 1339  
St. Charles, Illinois 60174  
Attn: Andy Kobler**

or any other address of which Tenant may be notified in writing by Landlord; and if to Tenant at:

Janice Burdette,

Aurora, Il 60502

Notices and demands shall be deemed to have been given when mailed, **FAXED or E-Mailed**, if made by personal delivery, then upon such delivery.

In the event of any omission by Landlord under this Lease that would give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise any such right until it has given written notice (by United States certified mail, postage prepaid) of such act or omission to the then holder of the first mortgage or deed of trust lien on the building or portion of the building of which the Premises are a part (whose name and address Landlord agrees will be furnished to Tenant in each instance upon Tenant's written request and until such holder shall, following the giving of such notice, have failed with reasonable diligence to commence and to pursue reasonable action to remedy such act or omission.

**ARTICLE 34  
SECURITY DEPOSIT**

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As additional security for the full and prompt performance by Tenant of all its obligations hereunder, Tenant agrees to pay Landlord upon execution of this Lease the Security Deposit \$ 5,666.68 ~~one (1)~~ months rent, C.A.M. and Real Estate Tax, receipt of which is hereby acknowledged by Landlord, which sum may be applied by Landlord for the purpose of curing any default on the part of Tenant under any of the terms, covenants and conditions herein. Provided that Tenant is not then default under this Lease, Landlord shall promptly after the termination of this Lease return to Tenant the Security Deposit or such portion thereof as has not been applied by Landlord in accordance with this Section, provided that Landlord shall be entitled to retain a portion of the Security Deposit equal to the estimated amount of any contingent obligation has been satisfied either by payment by Tenant or application by Landlord of the retained portion of the Security Deposit. Landlord shall not pay Tenant interest on the Security Deposit. The Security Deposit is not transferable.

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**ARTICLE 35  
RECORDING**

Tenant shall not record this Lease. The parties agree that, upon request of either party each will execute, acknowledge and deliver a notice of lease or short form lease in recordable form approved by Landlord. Recording, filing and like charges and any stamp charge or recording, transfer or other tax shall be paid by the requesting party. The aforesaid right shall only be available to Tenant if the term of this Lease exceeds five (5) years.

**ARTICLE 36  
ATTORNEYS' FEES; COSTS**

In case Landlord, its officers, agents, or employees, or any of them, shall be made a party to any litigation commenced by or against Tenant, then Tenant shall pay all actual and reasonable costs, expenses and reasonable attorney's fees incurred or paid by Landlord, its officers, agents and employees in connection with such litigation. Landlord and Tenant shall also pay all reasonable and actual costs, expenses and attorneys' fees that may be incurred or paid by the prevailing party and its respective officers, agents or employees in successfully enforcing the covenants and agreements of this Lease.

**ARTICLE 37  
LIENS**

Nothing contained in this Lease shall authorize Tenant to do any act which shall in any way encumber Landlord's title to the Shopping Center, the Project or the Premises, nor in any way subject Landlord's title to any claims by way of lien or encumbrance, whether claimed by operation of law or by virtue of any express or implied contract of Tenant. If Tenant has not removed any such lien or encumbrance within thirty (30) days after written notice to Tenant by Landlord, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity thereof, and the amount so paid shall be deemed additional rent reserved under this Lease due and payable forthwith. Nothing herein shall limit Tenant's right to contest a lien so long as Tenant provides sufficient security thereof.

Tenant is obligated to submit to the Landlord's title insurance company (Chicago Title Insurance Company) a "Sworn Tenant Statement" fully executed and with all required lien waivers upon any completed construction improvements to tenant space. Should the Tenants lender require the completion of a "Contractors Statement", which should comply with requirements of the Title Company, it must also be fully executed, submitted and reviewed by the Landlords title insurance company with all required lien waivers. A \$100.00 processing fee, payable to the title company, will be due from the tenant upon the approval of all documents submitted for review.

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**ARTICLE 38  
LIMITATION ON LANDLORD' S LIABILITY**

The obligations of Landlord under this Lease do not constitute personal obligations of the Landlord or the individual partners, members, directors, officers, agents or shareholders of the Shopping Center for satisfaction of any liability under or in respect of this Lease or for the satisfaction of Tenant' s remedies for the collection of a judgment (or other legal process) requiring the payment of money by Landlord and no other property and assets of such Landlord or any partner, member, officer, director, agent, or shareholder, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant' s remedies under or in respect of this case, the relationship of Landlord and Tenant under this Lease or Tenant' s use of the land, buildings or any part of the Shopping Center, the Project or the use and occupancy of the Premises.

**ARTICLE 39  
INTENTIONALLY DELETED**

**ARTICLE 40  
EXCLUSIVE**

Landlord hereby covenants that it shall not execute another lease in the Shopping Center with another establishment whose sole business is operating **A WINE STORE.**

The foregoing restrictions on use and occupancy shall be effective only so long as the premises are used for such purposes.

**ARTICLE 41  
TENANT' S FINANCIAL INFORMATION**

Within fifteen (15) days of Landlord' s request, Limited to the execution of the Lease and commencement of the new Lease, Tenant agrees to provide Landlord with copies of reports regarding Tenant' s financial status prepared and certified be a certified public accountant. This provision shall not apply in the event Tenant is a corporation that is publicly traded on the New York Stock Exchange, on the American Stock Exchange, or on the National Association of Securities Dealers Automated Quotation system.

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**ARTICLE 42  
LEASE EXHIBITS AND GUARANTY**

This Lease is expressly subject to the Lease Exhibits, A, B, C, D, E, F, G and H, and Guaranty attached hereto and made a part hereof.

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

TENANT: Janice Burdette – Nothing But Winers, INC.

By:   
JANICE BURDETTE

HOME ADDRESS: Aurora, IL 60502

<sup>JB</sup>  
~~HOME~~ PHONE: (CELL)

CELL NUMBERS: For use in Emergencies:

CELL: \_\_\_\_\_

8/31/15  
DATE

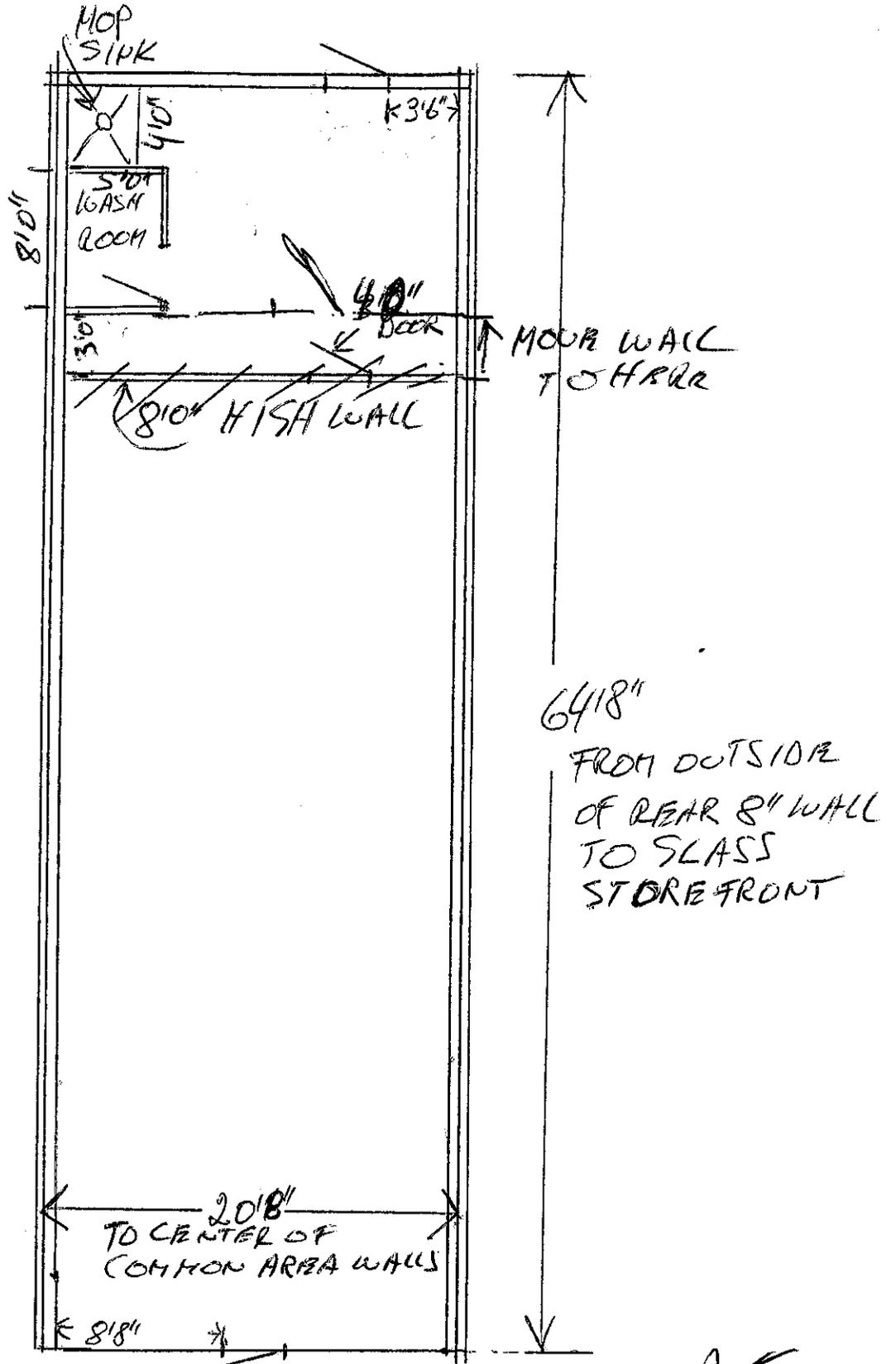
LANDLORD:

By:   
Andy Kobler Manager of  
Butterfield Village Center, LLC  
P.O. Box 1339  
ST. CHARLES, IL 60174

8-31-15  
DATE

BUTTERFIELD VILLAGE  
CENTER  
1515 BLDG UNIT #111

EXHIBIT "A"



**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

**LOTS 3, 4, 5, 6 AND 7 IN BUTTERFIELD VILLAGE CENTER, A PLANNED UNIT DEVELOPMENT IN PART OF THE SOUTHWEST QUARTERS OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 2006 AS DOCUMENT NUMBER 2006K060585, IN KANE COUNTY, ILLINOIS.**

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**EXHIBIT "C"**

**BUTTERFIELD VILLAGE CENTER, LLC**

**LANDLORD WILL DO LANDLORD'S  
STANDARD "VANILLA BOX" SPECIFICATIONS**

1. Furnish and install a level concrete slab floor.
2. Furnish and install storefront, which shall include the following: window frames, plate glass, one (1) aluminum frame glass entrance door(s) with standard weather seals including hardware, closure mechanism and clearance per ADA – requirements. –
3. Furnish and install Tenant demising walls to the underside of the roof, dry walled, taped, sanded and ready for paint from floor to ceiling. Paint by Landlord.
4. Furnish and install 3'0" hollow metal door and frame with hardware at the rear of the Premises. **AS IS**
5. Furnish and install ten (10) duplex wall outlets.
6. Furnish and install an individual electric meter, service wire(s), and conduit 120/208 volt 100 amp service.
7. Furnish and install electric panel within the Premises. Furnish and install electric conduit junction box and wire(s) for the Tenant to connect to Tenant's storefront exterior sign, with electric eye.
8. A. Furnish and install light fixtures per plan, lights switches per plan.  
B. Exit signs and emergency lights. All code required exit signs and emergency lights will be provided.
9. Ceilings: Will be painted Black.
10. Heating, Ventilating and Air Conditioning (HVAC) Landlord shall provide distribution of the supply air by means of an overhead ductwork system diffusers. Air will be returned to the roof top per plan. Landlord will mount (1) electronic thermostat.

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10. Furnish and install HVAC system, furnace on roof.
  
12. Furnish and install at least 6" of sound batt insulation in demising walls of the Premises.
  
13.
  - A. Washroom. Landlord will provide One (1) washroom per plan, in accordance with locale building code and Ada requirements:  
Partitions/Finishes. Washroom partitions shall extend a minimum of 6" above the finished ceiling. The partitions shall be taped and sanded ready for paint by Tenant. A single hollow metal frame and solid core wood door will be provided with appropriate hardware. Landlord shall provide a combination light fan or separate exhaust fan for the washrooms in accordance with code. The washroom will have one GFI outlet located adjacent to the sink. The washroom shall have its own switch located on a washroom wall and shall use 2x2 florescent lights. Floor shall be finished with VCT tile, per flooring allowance.
  
  - B. Fixtures. The washroom will be equipped with a mirror above the sink, paper towel dispenser toilet tissue holder, grab bars. Landlord shall provide one (1) wall mounted single bowl sink and (1) tank type toilet in the washroom.
  
  - C. Plumbing. Landlord will provide all interior plumbing necessary for the washroom including water, floor drain, sanitary and vent lines in accordance with code. Landlord shall provide one (1) 6-gallon electric water heater above the ceiling or floor mounted to provide hot water. Space will be piped for a water deduct meter, if required.
  
  - D. Floor allowance \$2,000.00, includes washroom tile. Floors will be vinyl tile.
  
  - E. Painting will be flat paint, one (1) coat of primer and one (1) coat of paint. Doors will be stained. Base will be rubber. Allowance is \$300.00

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**Exhibit D – Tenants Work**

To be determined and subject to the terms noted in Article 3.

Tenant ID sign - over the store front – and name to be installed on Monument sign.

Tenant ID sign – Blueprint must be approved by Landlord, before ordering the sign.

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**EXHIBIT E**  
**SIGNAGE CRITERIA**

Landlord encourages exciting and individualistic signage as an integral part of the Tenant's storefront design.

1. The advertising of informative content of all signs shall be limited to letters designating the store name.
2. Box signs will not be permitted. The size of the letters shall be in proportion to the sizes of the sign as determined in accordance with the provisions of Paragraph 5b of this Exhibit. The letters shall be internally illuminated with translucent face with the Neon depth of the structure of the letters.
3. The character, design, color and layout of all signs shall be subject to Landlord's approval. It is acknowledged that Tenant's sign is an important part of Tenant's storefront design. Tenant's signage, therefore, is required to be submitted as part of Tenant's preliminary design submittal to Landlord.
4. Tenant shall be permitted to install only one (1) sign on the storefront of the Leased Premises fronting on the Building, however, Landlord may require tenants in corner locations on the mall to install a second storefront sign.
5. All sizes shall be in accordance with the following requirements:
  - a. The sign and any part or parts thereof, except as otherwise provided in subparagraph "b" of this paragraph, shall be located within the physical limits of the storefront of the Leased Premises and located within the permitted sign area.
  - b. Small scale signs presenting store hours are permitted.
6. The fabrication, installation and operation of all signs shall be subject to the following restrictions:
  - a. All sign elements must be wireway mounted, wireway must match building color MAP 10C-4D, electrical transformers, crossovers and conduit to be housed on backside of fascia.
  - b. No flashing, moving, flickering and/or blinking illumination, animation, emission of audible sound, moving lights and/or floodlight illumination shall be permitted.
  - c. The name and/or stamp of the sign contractor or sign company or both shall be exposed to view.

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- d. Upon removal of any sign by Tenant, any damage to the masonry and EIFS wall will be repaired by Tenant or by Landlord at the Tenant's expense.
- 7. Sign permits, if required by governing ordinances, shall be obtained by Tenant, prior to field installation.
- 8. The following type signs are prohibited:
  - a. Paper signs and/or stickers utilized as signs.
  - b. Signs of a temporary character or purpose, irrespective of the composition of the sign material used thereof.
  - c. Outrigger and/or blade-type signs.
  - d. Moving signs.
  - e. Pylon or monument signs.
  - f. Exterior signs other than service door identification.
- 9. Notwithstanding anything to the contrary, in addition to the foregoing, all signage must comply with all applicable laws, including but not limited to all local ordinances of the governing authority in the city or village in which the Premises are located.

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**EXHIBIT F**

**Estimated Tenants Proportionate Share of Real Estate Taxes**

**BUILDING CONSISTS OF 14,883.00 SQUARE FEET**

**ESTIMATED MONTHLY ~~COMMON AREA MAINTENANCE DEPOSITS~~**

TAX (ACB)

@ 1,360 square feet \$ 4.35 per square foot. \$ 493.00 Monthly – First Year

- \* Water usage for standard tenant. Heavy usage tenant will require a separate meter to determine the rate. Final Estimated water usage and billing will be determined at Rent Commencement Date. (Not applicable for this use.)
- \*\* Note that all expenses will be reviewed @ after each calendar year. Adjustments will be made as required per the lease contract when necessary.

**Estimated Monthly ~~Tax Deposits~~**

C, A, M (ACB)

@ 1,360 square feet \$ 3.65 per square foot. \$ 413.67 Monthly – First Year

- \* Note that the monthly tax deposit will be reviewed and adjusted as required per the lease contract.

**Total per Square Foot = \$ 8.00**

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**EXHIBIT G**  
**Insurance summary – Requirements**

**ANDY AND ARLENE KOBLER**  
**AS MANAGERS OF THE BUTTERFIELD VILLAGE CENTER, LLC**

P.O. BOX 1339  
ST. CHARLES, IL 60174  
PHONE (630) 701-2110 - FAX (630) 549-0893

**TENANTS AGREEMENT TO PROVIDE INSURANCE TO LESSOR**

**TENANT WILL PROVIDE EVIDENCE OF GENERAL LIABILITY INSURANCE INCLUDING WORKERS COMPENSATION INSURANCE WITH THE FOLLOWING.**

- 1. GENERAL LIABILITY: TENANT TO PROVIDE CERTIFICATE OF INSURANCE FROM AN ADMITTED INSURANCE COMPANY, LICENSED IN THE STATE OF ILLINOIS, WITH NO LESS THAN AN "A" RATING (AM BEST & CO.). LIMITS OF NO LESS THAN \$1,000,000 PER OCCURRENCE, \$2,000,000 AGGREGATE NAMING ANDY AND ARLENE KOBLER AND THE BUTTERFIELD VILLAGE CENTER, LLC, AS ADDITIONAL INSURED. THE ADDITIONAL INSURED CLAUSE TO READ: ANDY AND ARLENE KOBLER AND THE BUTTERFIELD VILLAGE CENTER, L.L.C. IS PRIMARY AND NON-CONTRIBUTORY.**
  
- 2. WORKERS COMPENSATION: TENANT TO PROVIDE CERTIFICATE OF INSURANCE FROM AN ADMITTED INSURANCE COMPANY LICENSED IN THE STATE OF ILLINOIS, WITH NO LESS THAN AN "A" RATING (AM BEST & CO.) WITH LIMITS STATUTORY TO THE STATE OF ILLINOIS.**
  
- 3. TENANTS FIRE LEGAL LIABILITY: SAME AS IN PARAGRAPH 1 REGARDING INSURANCE COMPANY. THE LIMITS TO READ \$ 300,000.00 PER OCCURRENCE OR GREATER.**

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**EXHIBIT H**  
**Financial Report and Tax Returns**  
**Of Tenant**

**TO BE ADDED BEFORE SIGNING OF LEASE**

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**PERSONAL GUARANTY**

1 OF 2

The undersigned, **Janice Burdette**, being one of the owner(s) and stockholder(s) of **NOTHING BUT WINERS, INC.** A Tenant", so as to induce Andy Kobler, ("Landlord") to enter into that certain (i) Lease with Tenant of even date herewith, hereby jointly, severally and fully guarantee to Landlord the performance by Tenant of all Tenant' s obligations, agreements, covenants, terms and condition under the Lease (including any and all extensions thereof, and all future modifications of or amendments to the Lease), including, but not limited to, the payment of all rent, operating expense contributions and items of additional rent, as if said obligations were the primary obligation of the undersigned.

This is an absolute, unconditional and continuing Guaranty intended to cover all obligations and indebtedness of Tenant to Landlord, for the full term of the lease, its successors and assigns, under the Lease, including rent, additional rent and all other costs, charges, and expenses, including attorney' s fees, due from Tenant to Landlord pursuant to the Lease (the "Indebtedness"), and shall continue in force notwithstanding any amendments to or changes in the Lease, any increases in said Indebtedness, any extensions, indulgences, assignments or subleases granted by Landlord, its successors or assigns, or any acceptance, application or release of any security that may be given to Landlord, its successors and assigns, by Tenant.

In the event Tenant shall fail to pay all or any part of the Indebtedness when due, the undersigned, jointly and severally, shall be liable for and will pay Landlord, its successors or assigns, the amount due and unpaid by Tenant, including any damages, claims, demands, costs or expenses (including attorney' s fees) which Landlord shall suffer or sustain or which shall arise in consequence of the nonpayment by Tenant of all or any part of the Indebtedness, in like manner as if such amount constituted the direct and primary obligation of the undersigned. Landlord, its successors or assigns, shall not be required, prior to any demand on, or payment by the undersigned, to make any demand upon or pursue or exhaust any of Landlord' s or its successors' or assigns' , rights or remedies against Tenant or others with respect to the payment of the Indebtedness, or to pursue or exhaust any of Landlord' s or its successors, or assigns' , rights or remedies with respect to any part of any security given to Landlord by Tenant.

Landlord, its successors and assigns, are authorized, without notice to the undersigned, to make any change or changes in the Lease consistent with law, and to grant any extensions of time and changes in the terms for payment of the indebtedness. The undersigned, jointly and severally, hereby waive any notice, demand, presentment and notice of dishonor of any evidence of debt, and also hereby waive notice of the acceptance of this Guaranty.

INITIAL \_\_\_\_\_

The discontinuance, discharge or release for any reason of all or any part of the obligations of Tenant or any one or more of the undersigned, or the waiver or condonation by Landlord of any breach or default of Tenant, or the failure of any other person to sign this Guaranty, shall not release or affect the liability of the undersigned.

The payment by the undersigned of any amount pursuant to this Guaranty shall not in any way entitle the undersigned to any right, title or interest (whether by subrogation or otherwise) of the Tenant under the Lease or to any security being held for any Indebtedness.

The undersigned hereby acknowledges full and complete notice and knowledge of all of the terms, conditions, covenants, obligations and agreements of the Lease.

This Guaranty shall also bind the heirs, personal representatives and assigns of the undersigned and insure to the benefit of Landlord, its successors and assigns. The Guaranty shall be construed according to the laws of the State of Illinois, in which states it shall be performed by the undersigned.

Landlord and the undersigned intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the parties intend that the remainder of this Guaranty shall continue in full force and effect and the invalid provision shall be construed as if it were not contained herein.

  
\_\_\_\_\_  
Tenants Signature

JANICE BURDETTE  
\_\_\_\_\_  
Tenants Name (Printed)

Tenants Home Address: \_\_\_\_\_, Aurora, IL 60502  
Home # \_\_\_\_\_ (cell) \_\_\_\_\_  
Office # \_\_\_\_\_  
Cell # \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Date: 8/31/15

Addendum A

Contingency

Tenant's lease will be contingent upon receiving the liquor license approval from the City of Aurora and the State of Illinois. If Tenant is unable to acquire said liquor license, the lease will be deemed null and void and security deposit will be returned within thirty (30) days of written notification. Ownership will not begin process of the buildout until Tenant waives said contingency.

Tenant 

Date 8/31/15

Owner 

Date 8-31-15