

COMMERCIAL LEASE

This lease is made between Shruti Harish, Vijaya Pranitha Giridhar, Harish Ananthapadmanabhan and Giridhar Prabhukumar, of [REDACTED] herein called LESSOR, and Rafael A. Baglioli, of Aurora, IL, herein called LESSEE.

LESSEE and LESSOR shall use contact information provided here for all communications between the two parties. LESSEE shall use email communication as a supplemental method, in addition to written paper notifications for change of any terms and conditions included in this lease.

LESSEE

LESSOR

Name: Rafael Augusto Baglioli

Harish Ananthapadmanabhan
Giridhar Prabhukumar

Address: [REDACTED]

[REDACTED]

Phone: [REDACTED]

[REDACTED]

E-Mail [REDACTED]

[REDACTED]

LESSEE hereby offers to lease from LESSOR the premises situated in the City of Aurora, County of Kane, State of Illinois, described as 37 W. New York Street, a location comprised of approximately 2376 square feet of Leasable space, including the walkout basement, upon the following TERMS and CONDITIONS:

1. **Terms and Rent.** LESSOR demises the above premises for a term of Three years, commencing November 1, 2014, and terminating on January 31, 2018, or sooner as provided herein at the monthly rental of Dollars:

Lease Term	Start date	End date	Rent due per month
First Year	November 1, 2014	January 31, 2016	\$2,300.00
Second Year	February 1, 2016	January 31, 2017	\$2,400.00
Third Year	February 1, 2017	January 31, 2018	\$2,500.00

Rent amount due for each year of the lease term shall be payable in equal installments in advance on the first calendar day of each month for that month's rental. All rental payments shall be made to LESSOR, at the address specified above or by electronic funds transfer, in advance, on the first calendar day of the month.

Rent payment not paid by the fifth calendar day of the month will be assessed a late fee of one hundred and fifty dollars (\$150). Rent payment not paid by the fifteenth calendar day of the month will be assessed a late fee of three hundred dollars (\$300).

LESSEE shall be entitled to a rent abatement for the first three (3) months from the Lease commencement date of November 1, 2014 until January 31, 2015.

It is contemplated that the LESSOR will be improving the property commonly known as 35 W. New York Street and that this property may become available for rent. LESSOR agrees to notify the LESSEE prior to entering into any other leases to determine if the LESSEE is interested in leasing 35 W. New York Street at a commercially reasonable rent. If the parties cannot agree on a commercially reasonable rent, the LESSOR shall be entitled to lease the property to any other prospective LESSEEs.

LESSEE has the first right of refusal for renting the second floor apartment at 37 1/2 W New York St. Aurora, Illinois, 60502.

LESSEE has the first right of refusal for the purchase of property at 37 W New York St. Aurora, Illinois, 60502.

LESSEE has the first right of refusal for the leasing of the first floor retail space and second floor apartment at 35 W New York St. Aurora, Illinois, 60502.

2. Security Deposit. LESSEE shall provide prior to OR on the date of Lease commencement date of November 1, 2014, a three month security deposit in the amount of \$6,900.00 as a certified check.

On the date of Lease commencement, LESSEE shall also provide supporting documentation that includes current financial statement showing available funds from a properly licensed financial institution conducting business in the United States.

LESSOR shall apply security deposit amount towards any pending rent payments on the lease end date and to cover any damages to the property. If security deposit is not sufficient to cover damages and any pending rent payments, LESSEE will pay the difference within 10 business days of notice of payment due issued by LESSOR.

LESSEE cannot use the security deposit at any time during occupancy or the term of the lease for payment of rent. Rent must be paid in full during the occupancy and lease of the property. The LESSOR or LESSOR Agent shall furnish, no later than thirty (30) calendar days after the lease has expired and the LESSEE has vacated the Premises, an itemized written statement for the security deposit. This statement shall contain the amount of any security deposit refunded to the LESSEE. LESSOR may use (withhold) of the security deposit any damages, cleaning, legal expenses, costs of collection, loss of personal property of LESSOR included in Rental/Lease Agreement, loss of rents, late fees, service fees, non-sufficient funds fees, LESSEE caused billings, photographs of damage, pest control foggers, and change of locks if keys issued are not returned or if LESSEE provides an unauthorized person with any key to the property. LESSOR will provide cleaning upon vacancy at the expense of the LESSEE.

Except in the case of "Eminent Domain" covered in paragraph 14, if LESSOR terminates the lease before the lease end term, and if the LESSEE is in good standing then LESSOR agrees to return LESSEE security deposit amount after deducting damages and, covering any pending rent payment due on the termination date. LESSOR also agrees to pay LESSEE three (3) months rent amount equivalent to \$6900.

3. Use. LESSEE shall use and occupy the premises for a restaurant/café with current plans to offer Brazilian cuisine. The premises shall be used for no other purpose. LESSOR represents that the premises may lawfully be used for that purpose.

LESSEE shall have access to the leased premises seven days per week, twenty four hours per day, and fifty-two weeks per year. However, the LESSOR shall not be responsible for LESSEE's inability to access the property for matters that are outside the control of the LESSOR.

This lease shall include all tables, chairs, kitchen equipment and storage equipment which will be tendered to the LESSEE in an "as is" condition. LESSEE is entitled to take all the equipment not attached to building at the end of the lease term including any personal items such as furniture, appliances and other equipment not attached to the building. This does not include exhaust hood, sinks, light fixtures and any such equipment or fixtures attached to the building even if replaced by LESSEE at his/her expense. Except, one sink installed in the kitchen and seating attached to West wall of the leased premises, if installed by LESSEE can be removed and any damages repaired at LESSEE's expense. LESSEE is solely responsible to maintain ALL equipment and fixtures, attached

or not, during the lease term including their repairs, disposal and replacement. LESSEE shall notify LESSOR before replacement or disposal of any of the equipment and fixture, excluding equipment and fixtures owned by the LESSEE.

4. Care and Maintenance of Premises. LESSEE acknowledges that the premises are in good working order and repair, unless otherwise indicated herein. LESSEE shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received with normal wear and tear excepted. LESSEE shall be responsible for all repairs required.

LESSEE shall maintain in good and safe condition such portions adjacent to the premises, such as sidewalks, driveways, the back deck area, stairs, front door area and any other items, which would otherwise be required to be maintained by LESSOR.

LESSEE shall be responsible for all pest control such as mice, fleas, roaches, ants, vermin, insects or other pests within the premises.

LESSEE shall be responsible for taking measures to minimize the occurrences and growth of mold within the premises.

LESSEE shall be responsible for disposal of garbage generated in the premises.

LESSEE shall be responsible for maintaining grease trap including associated plumbing and cleaning as recommended by the manufacturer or any governing regulations, whichever is more stringent.

5. No Smoking. Neither the LESSEE, guests, nor any other person shall be allowed to smoke in the Premises. Any violation shall be deemed a material violation of the Rental/Lease Agreement. LESSEE understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to: deodorizing, wax removal, additional paint preparation, repair or replacement of countertops, or any other surface damaged due to burn marks and/or smoke damage. LESSEE agrees to pay fifty dollars (\$50.00) per calendar day to ionize the Premises to remove any unwanted odors.

6. Smoke Detectors. Smoke detectors will be installed by LESSOR and maintained by LESSEE. LESSEE acknowledges and agrees to locate the smoke detectors in the property. LESSEE agrees to test the detectors within five (5) calendar days of move in, and again at least once per week. If the detector is battery powered, LESSEE agrees to replace the battery as needed. If, after replacing the battery, the smoke detector does not work, LESSEE agrees to inform the LESSOR immediately of any malfunction. Upon termination of this lease, LESSOR will replace all expired or missing smoke detectors and/or batteries at the LESSEE expense.

7. Alterations. LESSEE shall, at LESSEE's cost, construct its improvements in accordance with the plans and specifications approved by the LESSOR. LESSEE reserves the right to configure the premises for its customers in accordance with all applicable codes and regulations. LESSOR will have the final approval of all planned usage for leased space. LESSEE is responsible for obtaining all necessary permits and inspections related to its improvement to the property. The LESSEE must use qualified licensed professionals, when applicable, and shall provide lien waivers for all work provided by such qualified professionals prior to beginning the operation of its business.

LESSEE is hereby prohibited from making any structural changes or modifications to the existing space that would in any way adversely affect the occupancy of the apartment unit located on the second floor of the leased premises and all proposed changes and modifications shall only be made following the written approval of the LESSOR.

LESSEE shall be responsible for the installation and thereafter the maintenance of any signage on the exterior of the premises. LESSEE agrees to obtain prior approval of any proposed signage from the applicable governmental entities before installing any signage. Additionally, the LESSOR shall have the right to review any proposed signage and shall have the final decision regarding proposed signage, which approval shall not be unreasonably withheld.

8. Ordinances and Statutes. LESSEE shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may in future be in force, pertaining to the premises, occasioned by or affecting the use thereof by LESSEE.

LESSOR acknowledges, to the best of its ability, that the structure is in compliance with the Americans and Disabilities Act of 1992, as amended from time to time ("ADA")

9. Assignment and Subletting. LESSEE shall not assign this lease or sublet any portion of the premises without prior written consent of the LESSOR, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the LESSOR, may terminate this lease.

10. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of LESSEE only, and LESSEE shall be solely liable for utility charges as they become due, including those for sewer, gas, electricity, garbage and telephone services.

Within five (5) business days of commencement of Lease date of November 1, 2014, LESSEE shall notify all utility providers for which they are responsible for payment and transfer the billing information into their name. Any late payment fees or other charges assessed by utility provider for the premises after Lease commencement date shall be paid by LESSEE.

If any of the utilities remain in the LESSOR's name, the LESSOR shall provide the LESSEE with the current statement for any utility. The LESSEE shall promptly issue full payment for the invoiced amount.

LESSEE shall be responsible for their portion of water usage charges, which will be the total usage per billing period minus 4 CCF (Average water usage by the second floor apartment). The LESSEE will be provided access to the water usage statement and the usage amount that the LESSEE is responsible for and shall be paid along with the following month's rent. LESSEE will be solely responsible for the entire water usage charges for any period when the second floor apartment is unoccupied.

11. Entry and Inspection. LESSEE shall permit LESSOR, LESSOR's agents or Regulatory agency personnel such as City Inspectors to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit LESSOR at any time within six (6) months prior to the expiration of this lease. LESSEE will permit LESSOR at any time within three (3) months prior to the expiration of this lease to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter with two (2) business days' notice.

12. Indemnification of LESSOR. LESSOR shall not be liable for any damage or injury to LESSEE, or any other person, or to any property, occurring on the demised premises or any part

thereof, and LESSEE agrees to hold LESSOR harmless from any claims for damages, no matter how caused.

13. Insurance. LESSOR shall have liability for the operation of the LESSEE's business. The LESSEE agrees not to do anything that will increase the LESSOR's insurance premiums and, further agrees to indemnify and hold the LESSOR harmless from any liability or damage whether caused by LESSEE's operations or otherwise.

LESSEE agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that exists in the demised premises.

LESSEE, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring LESSEE and LESSOR with minimum coverage as follows:

LESSEE shall provide LESSOR with a Certificate of Insurance showing LESSOR as additional insured. The Certificate shall provide for a ten-day (business days) written notice to LESSOR in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by LESSOR or LESSEE, LESSEE and LESSOR, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting LESSEE's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to LESSEE. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but LESSEE may file a claim for any taking of fixtures and improvements owned by LESSEE, and for moving expenses.

15. Abandonment. Abandonment shall have occurred if,

1) without notifying LESSOR, LESSEE is absent from the premises for twenty (20) calendar days while rent is due and owing, even though LESSEE's possessions (all or part) may remain on the Premises;

2) without notifying LESSOR, LESSEE is absent one (1) calendar day while rent is due and owing and the LESSEE's possessions have been removed from the Premises, and/or utilities have been cancelled in LESSEE's name.

If LESSEE abandons the Premises, the LESSOR may re-take possession of the Premises and attempt to rent it at fair market value. If LESSEE has left personal property in/on the Premises, the LESSOR may remove it to storage and attempt to notify the LESSEE of this action. The LESSEE may claim said personal property by paying moving and storage charges (moving rate shall be fifty dollars (\$50.00) per hour and storage shall be at a rate of fifty dollars (\$50.00) per calendar day) in addition to any other charges due and owing. If the LESSEE fails to claim said personal property within thirty (30) calendar days of removal from the Premises, the LESSOR may dispose of (at LESSOR's discretion) the personal property, and apply any proceeds toward any amount the LESSEE may owe. Personal property left on the Premises after LESSEE has relinquished lease shall be deemed abandoned and may be disposed of as LESSOR deems appropriate.

16. LESSOR's Remedies on Default. If LESSEE defaults in the payment of rent (30 calendar days after rent is due), or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, LESSOR may give LESSEE notice of such default and if LESSEE does not cure any such default within 30 calendar days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if LESSEE does not commence such curing within such 30 calendar days and thereafter proceed with reasonable

diligence and in good faith to cure such default), then LESSOR may terminate this lease on not less than thirty (30) calendar days' notice to LESSEE. On the date specified in such notice the term of this lease shall terminate, and LESSEE shall then quit and surrender the premises to LESSOR, but LESSEE shall remain liable as hereinafter provided. If this lease shall have been terminated by LESSOR, LESSOR may at any time thereafter resume possession of the premises by any lawful means and remove LESSEE or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

17. Attorney's Fees. In the event of any breach of this agreement by either the LESSEE or LESSOR, the prevailing party in a legal action shall be entitled to recover costs, expenses and legal fees from the other party for enforcing any obligation or terms of the Lease or Rider to Lease.

18. Waiver. No failure of LESSOR to enforce any term hereof shall be deemed to be a waiver.

19. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to LESSEE at the premises, or LESSOR at the address specified above, or at such other places as may be designated by the parties from time to time.

20. Heirs, Assigns, Successors. This lease is binding on and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

22. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____, day of _____, 2014.

By: _____ LESSEE

By: _____ LESSOR

By: _____ LESSOR

By: _____ LESSOR

By: _____ LESSOR