



MEETING NOTICE & AGENDA

Local Liquor Control Commission

Tuesday, February 17, 2026 – 6:30 p.m.

Board Room, 2nd Floor

Village Municipal Center, 555 Reinking Road

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

- a. Approval of Minutes from the Commission Meeting Held July 30, 2025 Bates 002

5. ITEMS FOR SEPARATE ACTION

- a. Consideration and Approval – Class A1 Liquor License and Supplemental License Application for M&H PG, LLC, d/b/a Maple and Hash Pingree Grove Bates 003

6. OTHER BUSINESS

7. ADJOURNMENT

#

PUBLIC COMMENT: To provide a public comment pertaining to a current agenda item you may: 1) sign in on the public comments sheet prior to the beginning of the meeting, or stand for acknowledged during the scheduled public comments section of the Board meeting, or 2) submit a written public comment via email to the Village Clerk's office at lortega@pingreegrove.org, in advance of the Board meeting, but no later than 6:30 pm on the meeting date.

ACCESSIBILITY: This facility is wheelchair accessible, and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 72 hours prior to this meeting. Please contact the Village Clerk's office at (847) 464-5533 x1507 if services are needed.



MEETING MINUTES

Local Liquor Control Commission
Wednesday, July 30, 2025 – 7:00 p.m.
Board Room, 2nd Floor
Village Municipal Center, 555 Reinking Road

1. CALL TO ORDER

At 7:00 p.m. Acting Chairman, Luke Hall, called the meeting to order.

2. ROLL CALL

Clerk Ortega, called the roll; answering present were Acting Commission Chairman, Luke Hall, and Commissioner, Kevin Pini. Chairman, Amber Kubiak was absent. Also present were Andy Ferrini, Village Manager, and Laura Ortega, Village Clerk. Ivan Benitez, owner of 104 Pingree Grove, LLC, was in attendance.

3. PUBLIC COMMENTS

None.

4. APPROVAL OF MINUTES

- a. Approval of Minutes from Local Liquor Control Commission meeting of April 7, 2025

No further discussion. Commissioner Hall made a motion seconded by Commissioner Hirschbein to approve the minutes from the April 7, 2025, Local Liquor Control Commission Meeting.

A Roll Call vote determined Commissioners: Hall, and Hirschbein, and Chairman Kubiak, answered aye. The Roll Call vote passed 3-0-0

5. ITEMS FOR SEPARATE ACTION

- a. Approval of liquor license and supplemental licenses as requested by 104 Pingree Grove Commission members did not express concerns in issuing a Class B liquor license to new owners of Hart's Garage.

Commissioner Pini made a motion, seconded by Acting Chairman Hall, to approve the liquor license and supplemental licenses for 104 Pingree Grove, LLC, pending confirmation of a positive background check and final staff approval. Unanimous approval 2-0-1.

6. OTHER BUSINESS

None.

7. ADJOURNMENT

At 7:20 p.m. Commissioner Pini made a motion seconded by Acting Commission Chairman Hall, to adjourn the meeting. Voice roll call – ayes had it. The Roll Call vote passed 2-0-0.

Liquor Commission Agenda Supplement
Agenda Item No: 5. a.

MEETING DATE:	February 17, 2026
ITEM:	Approval of a Class A1 Liquor License and Supplemental License Application for M&H PG, LLC, d/b/a Maple and Hash Pingree Grove, Expiring April 30, 2026
MOTION:	<i>I move to approve a Class A1 liquor license and supplemental outdoor seating license for M&H PG, LLC, d/b/a Maple and Hash Pingree Grove, Expiring April 30, 2026</i>
STAFF CONTACT:	Andy Ferrini, Village Manager Laura Ortega, Village Clerk

Background

The Local Liquor Control Commission is charged with the administration of laws pertaining to the sale of alcoholic liquors within the Village and has the authority to grant, suspend, and/or revoke alcoholic liquor licenses in accordance with applicable law.

Summary

Kyle Lazar has purchased the Maple and Hash restaurant, operating under M&H PG LLC, d/b/a Maple and Hash Pingree Grove.

Mr. Lazar is requesting issuance of a new Class A1 Local Liquor License and Supplemental Outdoor Seating for the remaining duration of the 2025-2026 license period, expiring April 30, 2026. The submitted liquor license application has been reviewed and is complete.

Financial Impact

Approval of this application will result in \$2,500 in liquor license revenue for the 2025-2026 license period. This includes a one-time \$750.00 new liquor license fee, a \$1,500 Class A1 fee, and a \$250 supplemental outdoor seating fee.

Recommendation

Staff recommends approval of the license.

LOCAL LIQUOR LICENSE & SUPPLEMENTAL LICENSE APPLICATION

License Term: May 1, 2025 – April 30, 2026

LIQUOR LICENSE TYPE AND CLASS

License Type: New ☒ Renewal ☐ Change in Owner Existing License* ☐

Ownership Type: Sole Proprietor ☐ Corporation ☐ LLC, LLP ☒

License Term (mm/dd/yyyy): Date From: Date To: 04/30/2026

Seeking Class License & Supplemental Class
(see page 3 for descriptions): Class A1 ☒ Class B ☐ Class C2 ☐
A1-Supplemental ☒ B-Supplemental ☐

*State previous owner of existing license:

OWNER IS A SOLE PROPRIETOR - COMPLETE ALL INFORMATION

Full Name:

Residential Mailing Address:

City/State/Zip:

Phone:

Email:

Social Security No.:

IL Sales Tax No.:

Date of Birth (mm/dd/yyyy):

Place of Birth:

Citizenship: U.S. Citizen ☐ Naturalized Citizen* ☐

*Date/Place
Naturalization:

OWNER IS A CORPORATION/PARTNERSHIP – COMPLETE ALL INFORMATION

Corporation/Partnership Name: M&H PG LLC

Assumed Name or D/B/A: MAPLE AND HASH PINGREE GROVE

Address: 2401 US-20 UNIT 110

City/State/Zip: PINGREE GROVE IL 60140

Phone: 224-238-9091

Email: LAZARKYLE@GMAIL.COM

FEIN: 41-4116906

IL Sales Tax Number: 4618-0060

CORPORATION/PARTNERSHIP OWNER INFORMATION (Contd.)			
List all individuals with an interest of five percent (5%) or greater. Attach additional sheets, as necessary.			
1. Name: KYLE LAZAR		Title: MEMBER	
Address: [REDACTED]			
City/State: [REDACTED]			
SSN: [REDACTED]	Date of Birth (mm/dd/yyyy): [REDACTED]		
Citizenship: U.S. Citizen <input checked="" type="checkbox"/>	Naturalized Citizen* <input type="checkbox"/>	*Date/Place Naturalization:	
2. Name:		Title:	
Address:			
City/State/Zip:			
SSN:	Date of Birth (mm/dd/yyyy):		
Citizenship: U.S. Citizen <input type="checkbox"/>	Naturalized Citizen* <input type="checkbox"/>	*Date/Place Naturalization:	
3. Name:		Title:	
Address:			
City/State/Zip:			
SSN:	Date of Birth (mm/dd/yyyy):		
Citizenship: U.S. Citizen <input type="checkbox"/>	Naturalized Citizen* <input type="checkbox"/>	*Date/Place Naturalization:	

PINGREE GROVE BUSINESS LOCATION INFORMATION			
Business Name (assumed or d/b/a): MAPLE AND HASH			
Physical Business Address: 2401 US-20 STE 110			
Business Premises are:		Owned by the Applicant <input type="checkbox"/>	Leased/Rented* <input checked="" type="checkbox"/>
*If Leased / Rented provide property owner's information	Name:	LB FIVE LLC	
	Address:	2401 US-20 STE 105	
	Phone:	[REDACTED]	Email: [REDACTED]
Lease/Rental Term		Date From: 01/01/2022	Date To: 12/31/2026
Business Description: RESTAURANT (restaurant, convenience, gas, etc.)			
On-site Contact Name: KYLE LAZAR		Contact Phone: [REDACTED]	
Business Email: LAZARKYLE@GMAIL.COM		Business Website: mapleandhash.com	
Are any of the following vending-style machines onsite: food, beverage, tobacco, coin-operated games, musical devices and/or video gaming terminals? If yes, a supplemental license is required.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

ALLOWABLE LIQUOR LICENSE BY CLASS & SUPPLEMENTAL LICENSES

CLASS	# LICENSES ALLOWED	SUMMARY DESCRIPTION*	ADDITIONAL SUPPLEMENTAL LICENSES*	LICENSE FEE
A1	6	Authorizes the retail sale of alcoholic beverages for consumption on the premises only, as a supplement to the serving of food, such as a restaurant, inn, banquet hall or eating establishment.	<ul style="list-style-type: none"> packaged goods outdoor seating extended hours special events video gaming 	\$1,500
B	2	Authorizes the retail sale of alcoholic beverages for consumption on the premises only.	<ul style="list-style-type: none"> packaged goods outdoor seating extended hours special events video gaming 	\$1,500
C2	2	Authorizes the retail sale of alcoholic liquor in its original package for consumption off the premises only. This license class is intended for retailers whose business is not primarily based on liquor sales such as grocery stores or convenience stores.	None	\$1,250

SUPPLEMENTAL LICENSES BEING APPLIED FOR (check all that apply)			
Video Gaming Terminals	<input type="checkbox"/>	Billiard Tables	<input type="checkbox"/>
Tobacco Sales	<input type="checkbox"/>	Outdoor Seating	<input checked="" type="checkbox"/>
Alcoholic Beverage Sampling	<input type="checkbox"/>	Extended Hours	<input type="checkbox"/>
		Coin Operated Amusement Device	<input type="checkbox"/>
		Packaged Goods	<input type="checkbox"/>
		Special Events	<input type="checkbox"/>

VIDEO GAMING TERMINALS (List all units individually and attach separate sheet, as necessary.)

Name:	Serial No.:
Name:	Serial No.:
Name:	Serial No.:
Name:	Serial No.:
Name:	Serial No.:
Name:	Serial No.:

Fixed Location Description:

Video Gaming Terminals:

The holder of a Village issued, current, and valid liquor license is eligible for the use of a video gaming terminal as described in the Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq. ("The Video Gaming Act"), may utilize video gaming terminals (as defined in The Video Gaming Act) within the licensed premises, after obtaining a Village of Pingree Grove supplemental video gaming terminal license, and acquiring any required county or state licensure, provided that all such video gaming terminals are used in compliance with all terms of Title 4, Chapter 2, Section 34 of the Village Code.

BILLIARD TABLES (List all units individually and attach separate sheet, as necessary.)	
Name:	Serial No.:
Name:	Serial No.:

COIN OPERATED AMUSEMENT DEVICES (e.g.: music, dartboard, electronic games, pinball, etc.)	
1. Name:	Serial No.:
2. Name:	Serial No.:
3. Name:	Serial No.:


SUMMARY OF LIQUOR LICENSE & SUPPLEMENTAL LICENSE FEES	LICENSE FEE PER #UNIT(S)	# UNITS	TOTAL FEES
*New Liquor License Non-Refundable Application Fee	50% of Class	1	\$ 750.00
Class A1 – Liquor Retail Sale, on premises consumption, with food service supplement	\$1,500	1	\$ 1,500.00
Class B – Liquor Retail Sale on premises consumption	\$1,500	1	\$
Class C2 – Liquor Retail Sale off premises	\$1,250	1	\$
Video Gaming License Supplement (per unit)	\$250.00		\$
Billiard Tables License Supplement	\$25.00		\$
Coin Operated Amusement Devices Supplement (first 5 units)	\$35.00	Up to 5	\$
Coin Operated Amusement Devices Supplement (per unit 6 and over)	\$10.00		\$
Tobacco Sales License	\$25.00	1	\$
Packaged Goods License Supplement	\$150.00	1	\$
Outdoor Seating License Supplement	\$250.00	1	\$250.00
TOTAL LICENSE CLASS & SUPPLEMENTAL FEES			\$ 2,500.00
*Applicants seeking a new liquor license are subject to an initial non-refundable license application fee, in the amount of 50% of the associated license classification fee (e.g., Class A1 license fee = \$1,500; application fee = \$750), payable at time of application. Renewal liquor licenses are not subject to the application fee. If the license applied for is denied, the license fee shall be returned to the applicant. License class fees are separate and apart from the application fee.			

DOCUMENTATION REQUIREMENTS & APPLICATION CHECKLIST (Provide copies of documents at time of submission.)			
Articles of Incorporation / Partnership	<input type="checkbox"/>	Dram Insurance Coverage (\$1MM single limit dramshop policy)	<input type="checkbox"/>
Proof of Citizenship/Naturalization	<input type="checkbox"/>	Valid BASSET Training Certification(s)	<input type="checkbox"/>
Current State of Illinois Liquor License	<input type="checkbox"/>	Application, License, and Supplemental Fees	<input type="checkbox"/>
Full Lease/Renal Agreement	<input type="checkbox"/>	Completed, Signed & Notarized Application	<input type="checkbox"/>

APPLICATION ACKNOWLEDGEMENTS:

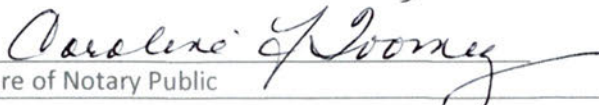
I (We), M&H PG LLC, (herein referred to as 'Applicant') state and affirm that the
 Name of individual, partnership, or corporation

Applicant will not violate any of the laws of the State of Illinois, or of the United States, or any ordinance, rule, or resolution of the Village in the conduct of the Applicant's place of business. The Applicant further agrees to indemnify the Village from any liability or harm that may result through the issuance of a liquor license or the exercise of a liquor license once it is obtained. The Applicant further states and affirms that the Applicant has not been convicted of a felony and nor is disqualified from receiving a liquor license pursuant to the laws of the State of Illinois and the Village of Pingree Grove. For purposes of this statement, the applicant is deemed to include any co-partner, in the case of a co-partnership, or any officer, director or person owning 5% or more interest in the corporation. The applicant shall agree and be authorized to agree to allow the Village unrestricted access to the premises for compliance checks and enforcement purposes. By signing below, the undersigned affirms that there has been no change in ownership, that the contents of the liquor license application as originally filed remain truthful and correct, and that the licensee remains eligible for issuance of a liquor license under Village Code and Illinois state law.

	MEMBER	<u>2-11-20</u>
Signature of Applicant or Authorized Agent	Title	Date
Signature of Applicant or Authorized Agent	Title	Date


NOTARY PUBLIC - Witnessing/Attesting Signature:

State of Illinois, County of Kane. Signed (or subscribed or attested) before me on this
11th (day) of February (month), 2020 (year).

(seal) 
 Signature of Notary Public

**NOTARY PUBLIC - Verification/Affirmation Representative Capacity**

State of Illinois, County of Kane. Signed and sworn (or affirmed) to before me on this
11th (day) of February (month), 2020 (year),
 by Kyle Elazar (name of person) member as (type
 of authority, e.g., corp. officer, secretary) of M&H PG LLC (name of party on
 behalf of whom instrument was executed.)

(seal) 
 Signature of Notary Public

**FOR VILLAGE USE ONLY**

Date Received:		Received by:	
Amount Paid:		Payment Type:	
License Type:			
Approved by:		Date:	

EMAILED DOCUMENTS MUST BE IN .PDF FORMAT TO: LORTEGA@PINGREEGROVE.ORG.

PHOTOS FILES WILL NOT BE ACCEPTED

KYLE EPHREM LAZAR
224-238-9091
40W460 TRIPLE OAKS FARM DR.
HAMPSHIRE, IL 60140

2-1/710

151

DATE 2-11-26

PAY TO THE
ORDER OF

Village of Pingree Grove

\$ 2,500.00

Two thousand Five hundred & no/100

DOLLARS



Security Features
Details on back.

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com



MARCH 1 - APR 30, 26

2026 SUP

[Signature]

MP

ILLINOIS Alexi Giannoulas • Secretary of State **USA**
DRIVER'S LICENSE


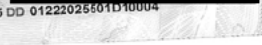
 

4b EXP: 04/10/2029 4a ISS: 01/22/2025

HAMPSHIRE, IL 60140

9 CLASS: D 9a END: NONE

12 REST: NONE

15  17  PE: ORG

5 DD 0122202501D10004

VISIT
ILLINOISBASSET.COM



CERTIFICATE

PRESENTED TO

Name:

Kyle Lazar

Date issued:

4 Feb 2026

Student Number:

6983607576291028610fb932

Official State ILCC "On and Off" BASSET

This is an official State ILCC BASSET temporary certificate issued by Certified Online Training LLC through www.illinoisBASSET.com. This certificate is valid for 30 days from the date of issue. This certificate serves as proof that the recipient has completed the official State ILCC BASSET training and they are currently being processed by the State (ILCC) and will receive their official BASSET card within 30 days. This document allows the recipient to work in Illinois from the date of issue.



Illinois BASSET SELLER / SERVER CERTIFICATION

Trainee Name: hannah halverson

Certificate #: 000034411024

Date of Completion: 08/06/2024

School Name:
360training.com dba Learn2Serve

I, *Hannah Halverson*
certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.

**I am²
serve**

Corporate Headquarters
6304 Bridges Road, Suite 100
Austin, TX 78753



Certificate of Completion

This is to certify that

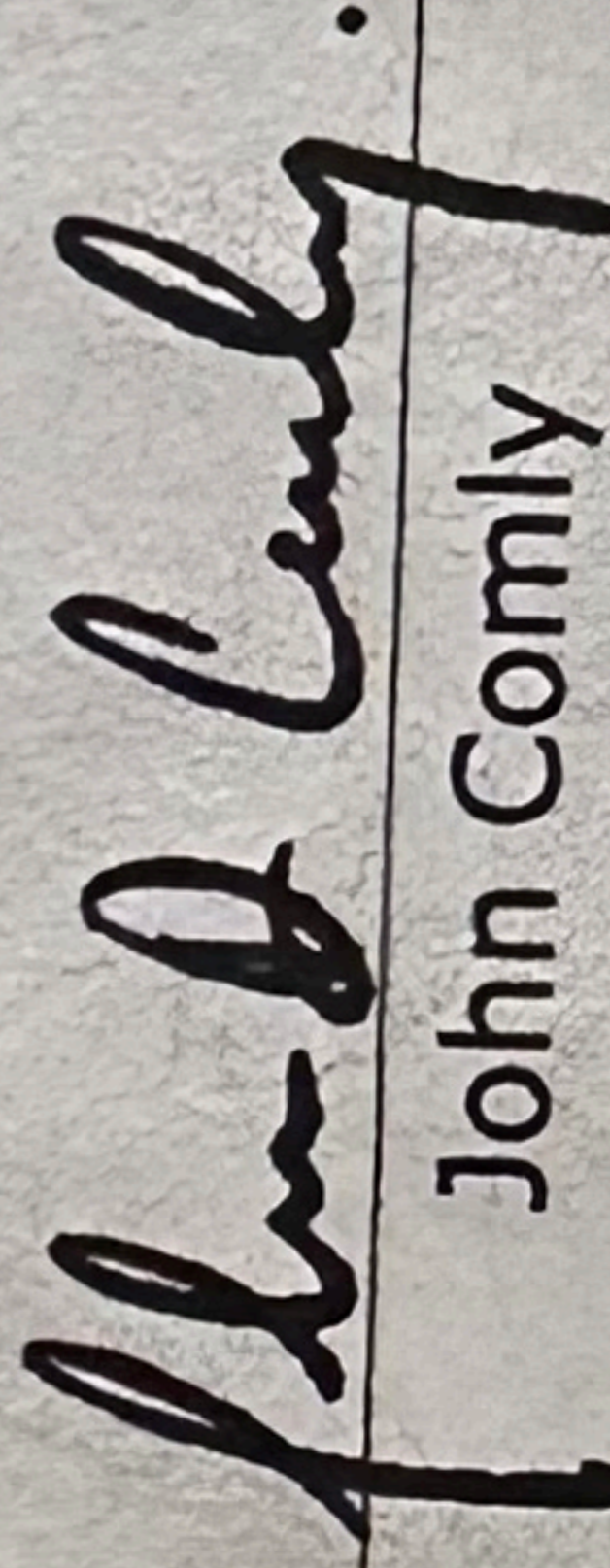
Jendo Jendo

has diligently and with merit completed

On-Premise BASSET Alcohol Certification

Completion Date: 12-27-2024

This temporary certificate is valid for 30 days.
Download your official BASSET card at mytax.illinois.gov


John Comly
President, CEO and Director

Certificate # 16468543

225 East Robinson St Ste 570
Orlando, FL 32801

Certificate of Completion

MARIA IBANEZ

Has diligently and with merit completed the

On-Premise BASSET Alcohol Certification

from the American Safety Council.

GRADUATION DATE

11/27/2024

BASSET Student ID Number
31559737

John D. Conley
CEO, American Safety Council

VISIT
ILLINOISBASSET.COM



CERTIFICATE

PRESENTED TO

Name:

Jessica Kralis

Date issued:

1 Feb 2026

Student Number

69800f0ce7f1ccf3fa0ad50b

Official State ILCC "On and Off" BASSET

This is an official State ILCC BASSET temporary certificate issued by Certified Online Training LLC through www.illinoisBASSET.com. This certificate is valid for 30 days from the date of issue. This certificate serves as proof that the recipient has completed the official State ILCC BASSET training and they are currently being processed by the State (ILCC) and will receive their official BASSET card within 30 days. This document allows the recipient to work in Illinois from the date of issue.



Illinois BASSET SELLER / SERVER CERTIFICATION

Trainee Name: Shannon Pylypowycz

Certificate #: 000037015062

Date of Completion: 03/27/2025

School Name:
360training.com dba Learn2Serve

I, Shannon Pylypowycz
certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.



Corporate Headquarters
6504 Bridge Point Parkway, Suite 100
Austin, TX 78730

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE #

FILED

FEB 05 2026

Alexi Giannoulas
Secretary of State

Secretary of State Alexi Giannoulas
Department of Business Services Limited
Liability Division
www.ilsos.gov

Filing Fee: \$150

Approved By: MXB

1. Limited Liability Company Name: M&H PG LLC

2. Address of Principal Place of Business where records of the company will be kept:

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

ROBERT EARL

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

LAZAR, KYLE

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: FEBRUARY 05, 2026

ROBERT EARL

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this “**Assignment**”) is entered into as of February 11th 2026 (the “**Effective Date**”), by and among M&H PG LLC (“**Assignee**”), M&H I Inc. (collectively, “**Assignor**”), and LB FIVE LLC (“**Landlord**”).

RECITALS

A. Assignor and Landlord entered into that certain Lease, dated as of October 8th, 2021 (as heretofore amended, supplemented or otherwise modified, the “**Lease**”), providing for the lease of certain premises located at 2401 W US Hwy 20 Unit 110, Pingree Grove, IL 60140 commonly known as Starks Crossing.

B. Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof, whereby, among other things, Assignor agreed to contribute and assign all of its right, title and interest in, to and under the Lease to Assignee, on the terms and conditions set forth therein.

C. Assignor desires to assign all of its right, title and interest in, to and under the Lease to Assignee on the following terms and conditions, and Landlord desires to consent to such assignment.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Landlord hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in, to and under the Lease.

2. Assumption. Effective as of the Effective Date, Assignee accepts such assignment and assumes all obligations of the Lessee under the Lease arising from and after the Effective Date of this Assignment.

3. Consent of Landlord. Landlord hereby consents to the assignment of the Lease effected by this Assignment.

4. Estoppel. Landlord certifies that (i) as of the Effective Date it is not aware of any breach of the Lease that has been committed by Assignor and (ii) a complete and correct copy of the Lease is attached hereto as Exhibit A.

5. Successors and Assigns. All of the terms, covenants and conditions set forth herein shall be binding upon the parties hereto, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Effective Date. This Assignment shall become effective as of the date hereof.

7. Counterpart Execution. This Assignment may be executed on separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement and shall become effective when one or more counterparts have been executed by each of the parties hereto and delivered to the other. This Assignment, to the extent signed and delivered by means of a facsimile machine or PDF, shall be treated in all manner and respects and for all purposes as an original

agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused the execution of this Assignment of Lease as of the date first set forth above.

ASSIGNOR:

M&H I Inc.

By: 

Name: Colin Hegarty

Its: President

ASSIGNEE:

M&H PG LLC

By: 

Name: Kyle Lazar

Its: Member

LANDLORD:

LB FIVE LLC

By: 

Name: Joseph Lazar

Its: Managing Member

Exhibit A

LEASE

[Attached]

COMMERCIAL PROPERTY LEASE AGREEMENT

1. PARTIES. This lease ("Lease"), dated as of **October 8th 2021** is made by and between **LB Five LLC Series A**, (sometimes hereinafter the "Landlord") and **M&H 1, Inc.** (sometimes hereinafter individually "a Tenant" and collectively "the Tenant") (the Landlord and the Tenant are hereinafter individually a "Party" and collectively the "Parties").

2. PREMISES. Premises are commonly known as **2401 US Hwy 20 Unit #110 Pingree Grove IL 60140 Starks Crossing**

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. USE. **Breakfast Restaurant**

4. RENT AND EXPENSES. For the first year, Tenant agrees to pay to Landlord as Minimum Rent, without notice or demand, the monthly sum of **\$5,000.00** in advance, on or before the first day of each and every successive month during the term hereof without notice or demand. Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. Said rental shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing. Failure to pay rent on the first day of each month shall incur an administrative expense fee of FIFTY AND 00/100 DOLLARS (\$50.00) and twelve percent (12%) per annum from the first day of each month thereafter until said rent, together with all other payments due and owing under this Lease are paid in full. Landlord is responsible for and will pay property taxes throughout the entire lease. Rent payments will not be due or payable during the construction period (3 months from lease execution). Payment of rent shall commence on the fifth (5th) month from the date of opening the establishment. Lease payment schedule as follows:

Dates of Lease	Monthly Rent	Annual Total
(Term 1) 01/01/2022 to 12/31/2022	\$5,000.00	\$60,000.00
(Term 2) 01/01/2023 to 12/31/2023	\$5,000.00	\$60,000.00
(Term 3) 01/01/2024 to 12/31/2024	\$5,500.00	\$66,000.00
(Term 4) 01/01/2025 to 12/31/2025	\$5,500.00	\$66,000.00
(Term 5) 01/01/2026 to 12/31/2026	\$5,500.00	\$66,000.00
	Total	\$318,000.00

5. TERM. The lease term shall be **Five (5)** years beginning approximately **January 1st, 2022** and terminating on **December 31st, 2026**. As long as the Tenant is not in violation of any terms or conditions herein, Tenant may exercise up to **Three (3)** options of additional **Five (5)** year terms contingent upon written notice to Landlord of the exercise of each option, prior to 90 days before expiration of the prior term. In the event the Tenant exercises its option, rent shall increase by 15% beginning the first month of each option period. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to lease term, i.e., construction, hold harmless, liability insurance, etc., and the Parties agree to be bound by these articles prior to commencement of the lease term.

6. SECURITY DEPOSIT. REMOVED INTENTIONALLY.

7. USES PROHIBITED. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the premises. Moreover, Tenant shall not do or permit anything to be done in or about the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unhealthful, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. It is specifically agreed that the back-door entrance shown on the attached plan shall at all times be accessible for deliveries by a truck and semi-trailer of not less than 50 feet in length and which delivery trucks shall have sufficient room to obtain ingress and egress to the back door of the Premises.

8. COMPLIANCE WITH LAW. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with or violate any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of the underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or nets. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

9. ALTERATIONS AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the premises or any part thereof without first obtaining the prior written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord without cost or other compensation, and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, upon written demand by Landlord given at least ten (10) days prior to the end of the term, Tenant shall, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the premises caused by such removal.

10. REPAIRS AND MAINTENANCE

A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window easements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning system. If the Premises are served by an HVAC system that exclusively serves the Premises and no other units in this shopping center, Tenant shall obtain a service contract for repairs and maintenance of said HVAC system, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall furnish Landlord evidence of a yearly maintenance contract with a licensed HVAC contractor within thirty days of each yearly anniversary of the commencement of this lease. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

B. Notwithstanding the provisions of Article 10.A. hereinabove, Landlord shall repair and maintain the structural portions of the Building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time (as determined by the Landlord in its sole and absolute discretion) after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as expressly provided herein, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

C. **Landlord agrees to provide Tenant an allowance of up to \$30,000.00 applied to the build out of the leased premises.**

11. **LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and material men's liens and to insure completion of the work.

12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the prior written consent of Landlord. For purposes of this section, the Tenant becoming a partner with another person or entity, or, if a different entity, a majority or controlling interest, whichever is higher, in said entity without the express written consent of the Landlord shall be deemed a breach of this Lease, as shall any other change in ownership or control of the Tenant such as the addition of other shareholders or directors if a corporation, other general partners if a limited partnership, etc. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord, as determined by Landlord in its sole and absolute discretion, reasonable fees, not to exceed Three Thousand and no/100 Dollars (\$3,000.00) incurred in connection with the processing of documents necessary to giving of such consent.

13. **HOLD HARMLESS.** Tenant covenants and agrees that it will defend, indemnify, and hold free and harmless Landlord from any and all claims, charges, penalties, damages, allegations, and/or lawsuits arising or alleged to arise from any actual or alleged act or omission, or violation of any laws, ordinances, or standards of care, or breaches of duty caused or alleged to have been caused, in whole or in part, by the Tenant, its employees, agents, servants, or invitees, regardless of whether occasioned by the neglect of Tenant (or any of Tenant's employees or agents) or those holding under Tenant. Tenant will at all times protect, defend, indemnify and hold free and harmless Landlord against and from any and all loss, cost, damage or expense, including reasonable fees, costs and expenses for investigatory and attorney's fees and costs, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomever or whatsoever, and will protect, defend, indemnify and hold free and harmless Landlord against and from any and all claims and against and from any and all loss, cost, damage or expense, including reasonable fees, costs and expenses for investigatory and attorney's fees and costs, arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions hereof. Should Tenant fail to defend Landlord, or fail to give Landlord assurances of indemnification acceptable to Landlord at Landlord's sole discretion, Landlord may, at its option, settle any such claim, and Tenant shall be liable for reimbursement for any such settlement charges, amounts, expenses, or other damage. Landlord shall be entitled to reimbursement from Tenant for all costs and expenses, including reasonable fees, costs and expenses for investigatory and attorney's fees and costs, incurred by Landlord in the enforcement of the provisions of this paragraph or any other provisions of this lease.

Except as provided by Illinois law, Landlord shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon not for any damage occasioned by water, snow or ice upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

14. SUBROGATION. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

15. INSURANCE. Tenant agrees to be responsible for any damage to the Premises or property of the Landlord which may result from Tenant's use of the Premises or any act done thereon by Tenant or any person coming on the premises, and will also defend, indemnify, and hold Landlord free and harmless from any liability to any other person or entity for damage to person or property resulting from any such causes. Tenant agrees to acquire at his own expense and shall maintain at all times during this lease insurance from an insurance company acceptable to the Landlord, and to insure the risk hereon assumed by obtaining and paying for a *Liability policy* of insurance in the amount of \$1,000,000.00 for injuries suffered by any one person and \$2,000,000.00 for injuries suffered by any one occurrence, said policy will include property damage insurance, insuring such risk in the amount of \$1,000,000.00. Tenant further agrees to purchase and pay for a policy of Liquor Liability or Dram Shop insurance as required by the State of IL and local ordinance in the amount of \$1,000,000.00 combined single limit (CSL). Tenant shall name Landlord as an additional insured party under all said Liability policies. Tenant shall also obtain and pay for Property insurance covering the building for not less than 80% of full replacement cost (RC) value of said building and shall name LB Five LLC Series A as Loss payee as their interest may appear (ATIMA) in said property. Tenant further agrees to deliver certificates of all insurance to Landlord and any other parties of interest who may from time to time require said proof of insurance is in effect before possession of the Premise shall be granted. It is understood and agreed that Tenant may maintain such insurance under blanket insurance coverage and that Tenant is solely responsible for any and all business personal property (contents) that the insured needs to operate said establishment and as such shall acquire his own insurance as deemed reasonable and adequate by the Tenant to cover said property. Tenant acknowledges that if Tenant fails to present to Landlord said certificates of insurance acceptable to Landlord and Landlord does not take any action or exercise any rights as a result of such failure, Landlord's inaction or non-exercise of rights shall not be deemed a waiver of any of Landlord's rights. Tenant must provide Landlord with actual documented proof of insurance acceptable to Landlord within five business days of Landlord requesting proof of insurance, and the Tenant's failure to provide such proof shall be deemed a default hereunder even if there was actual coverage at the time of Tenant's failure to so provide notice. Landlord must be added as an additional insured.

All such policies shall provide that the same shall not be modified or canceled except on no less than thirty (30) days prior written notice to Landlord by the insurance company, and Tenant shall maintain coverage during the entire Lease term. In the event Tenant fails to procure and maintain in force at any time during the Lease term (and any extensions thereof) any of the insurance which Tenant is obligated to procure and maintain, Landlord may at its option, procure the same and collect the cost thereof from Tenant at the next ensuing rent paying date or thereafter, and the same shall become a part of the rent due and payable on the first of the month following the billing. Tenant agrees not to carry on any activity or store any flammable materials in a manner, which would increase the fire insurance premium on the building. If the very nature of the Tenant's business causes any increase in premium, the Tenant agrees to pay the increase upon presentation of the increased billing by Landlord.

16. UTILITIES. Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

17. PERSONAL PROPERTY TAXES. Landlord is responsible for and shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

18. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

19. HOLDING OVER. If Tenant or any person claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term of this Lease without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant-at sufferance, and during such holding over, minimum rent shall be payable at a rate twice the rate in effect immediately prior to the expiration of the term.

20. ENTRY BY LANDLORD. Landlord reserves, and shall at any and all times have, the right, as Landlord may see fit, to enter the Premises to inspect the same. Landlord shall also have the right to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to clean, inspect, or repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may erect scaffolding, equipment, and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times be given two workable keys with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files. Tenant acknowledges that should the locks be changed on the premises by Tenant, Tenant shall immediately provide Landlord with 2 complete sets of keys, and the failure to do so within four hours of the changing of the locks shall provide Landlord with the right, although not the obligation, to terminate the lease immediately. Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

21. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

A. The vacating or abandonment of the Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant. The failure to make any payment as and when due any two consecutive months or on the date of the fourth time Tenant fails to make any payment as and when due regardless of whether the Tenant eventually makes said payment, shall allow the Landlord the right but not the obligation to declare the Tenant in default.

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 21.B., above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In any cause of action arising hereunder, it shall be the Tenant's burden of proving that the nature of a default is such that more than thirty (30) days are reasonably required for a cure.

D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

E. The expiration of the 30th day following the Landlord's rightful service of a third, 30-day notice provided by the Landlord under section 21(C). The Parties stipulate that this preceding provision is meant to ensure that a Tenant's third breach of this lease will result in the Tenant's default hereunder, regardless of whether the Tenant ultimately remedies said third breach. This provision is included herein to discourage the Tenant from repeatedly allowing a breach to occur but avoiding defaulting under this Lease by remedying said breaches prior to the expiration of each such 30-day notice.

22. REMEDIES IN DEFAULT. In the event of any such default or breach by Tenant, in addition to any other right or remedy allowed under any law or other provisions of this Agreement, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

A. Terminate Tenant's right to possession of the Premises by any lawful means, with or without terminating this Lease at the Landlord's election, in which case Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of re-letting, including necessary renovation and alteration of the Premises; reasonable attorney's fees, court costs, and expert fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Illinois.

At any time after terminating the Tenant's right to possession as provided herein, the Landlord may terminate this Lease by written notice to the Tenant, and the Landlord may pursue such other remedies as may be available to the Landlord under this Lease or applicable law.

23. DEFAULT BY LANDLORD. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction. The Tenant acknowledges there may be equipment and/or fixtures in or on the Premises at the time the Tenant takes possession thereof, and that the Landlord makes no warranties or representations as to the same, including all issues of ownership, rights of possession, and quality. The Tenant uses any such equipment and/or fixtures at the Tenant's own risk.

24. RECONSTRUCTION. In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction is no less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent often ten percent (10%) or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in

this Article provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of said such termination.

Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four months of the term of this lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

25. EMINENT DOMAIN. If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

26. REMOVED INTENTIONALLY

27. SIGNS. All signs must be approved by landlord and the Village of Pingree Grove.

28. DISPLAYS. The Tenant may not display or sell merchandise, including newspapers, or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

29. AUCTIONS. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

30. HOURS OF BUSINESS. Subject to the provisions of Article 24 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the municipality in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

31. REMOVED INTENTIONALLY

32. EXTERMINATING. Tenant agrees to maintain at Tenant's sole cost, a monthly service contract with a reputable exterminating company if necessary. The service will cover weekly spraying of the leased Premises, including the basement area. A copy of the current service contract will be provided to the Landlord during the term of the Lease. Landlord's failure to enforce this or any other provision of the Lease or Rider shall not constitute a waiver of said provision(s).

33. CLEANING. Tenant does further agree that it will maintain and keep the Premises and the exterior thereof, including the adjacent sidewalks and adjacent parking areas, which are to be kept free and unobstructed, at all times, in a clean and sanitary condition and will properly dispose of all rubbish and debris (including emptying the trash containers in front of the

store daily) at its cost and expense. Tenant shall, at least once per day, pick up the rubbish, paper and other garbage around the Premises, including the sidewalk, parking lots, and green areas.

34. FLOORS AND WINDOWS. No more than 20%, as calculated by Landlord, of the windows shall, at any given time, be covered with signs or other types of coverings.

35. BROKERS. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease.

36. GENERAL PROVISIONS.

A. Plats and Riders. Clauses, plats, riders and addendums, if any, affixed to this Lease are a part hereof.

B. Waiver. The waiver by Landlord of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by Landlord after notice of a breach or default, and the acceptance of rent hereunder by Landlord after serving any notice upon the Tenant, including a notice of default, shall not be deemed to be a waiver of any default by Tenant, preceding or otherwise, of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent. All such rent will be held by the Landlord in trust for the benefit of the Parties until the rights of the Parties have been determined by a court of competent jurisdiction. The Parties stipulate that this section of this Lease is an integral element of the understandings of the Parties, and should any Court find this provision invalid or unenforceable for any reason whatsoever, this Lease shall be immediately terminated and of no further force or effect without further notice, at the election of the Landlord.

C. Joint Obligation. If there is more than one Tenant, the obligations hereunder imposed shall be joint and several.

D. Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

E. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

F. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. The words Landlord and Tenant and the pronouns referring thereto, as used in the Lease, shall mean, where the context requires or admits, the persons named herein as Landlord and Tenant, respectively, and their respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, masculine, feminine or neuter. Except as hereinafter provided otherwise, the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its heirs, legal representatives, successors and assigns, and shall inure to the benefit of Tenant and its heirs, legal representatives, successors, and assigns; and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and its heirs, legal representatives, successors and assigns and shall inure to the benefit of Landlord and its heirs, legal representatives, successors and assigns. The word Landlord, as used herein, means only the owner for the time being of Tenant's interest in this Lease; that is, in the event of any transfer of Landlord's interest in this Lease the transferor shall cease to be liable, and shall be released from all liability, for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer, the transferee shall be liable for the performance and observance of said agreements and conditions. If Tenant shall consist of more than one person or if there shall be a guarantor of tenant's obligations hereunder, then the liability of all such persons, including the guarantor, if any, shall be joint and several and shall be deemed to mean any one of such persons. No trustee, shareholder or beneficiary of any trust and no participant in any joint venture or partnership and no individual who or which holds Landlord's interest in this Lease shall be personally liable for any of the agreements expressed or implied hereunder, except that such agreements shall, as the case may be, be binding (i) upon the trustees of said trust as trustees, but not individually, and upon the trust estate, or (ii) upon an individual, group of individuals jointly or severally, corporation, joint venture or partnership only to the extent of his, its or their ownership interest in the parent Lease.

G. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

H. Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

I. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to fifteen percent (15%) of the payments to be made by the Tenant for that month, plus any costs, expenses and fees, including attorneys' and administrative fees, incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. If the Landlord rightfully issues a Notice of Default to the Tenant, the Tenant shall pay the Landlord an additional service charge in the amount of Five Hundred and no/100S Dollars (\$500.00). The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder or allowable by law. Tenant's failure to pay all rent due by the tenth of the month for any three consecutive months, or any four months in any ten-month period shall be a default of the Tenant under this lease.

J. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

K. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

L. Partial Invalidity and Construction. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. It is further the intention of the parties that if any provision of this Lease is capable of two constructions, one of which is more restrictive to the Tenant's rights and the other less restrictive of the Tenant's rights, then the provision shall have the meaning which most restricts the Tenant's rights. Wherever in this Lease provision is made for the doing of any act by any person it is understood and agreed that said act shall be done by such person at its own cost and expense unless a contrary intent is expressed.

M. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity. All rights, remedies, and obligations of the Parties are cumulative.

N. Choice of Law. This Lease shall be governed by the laws of the State of Illinois. The Tenant stipulates that to induce the Landlord to accept this Lease and Guarantee, the Tenant irrevocably agrees that, subject to the Landlord's sole and absolute election, all actions or proceedings in any way, manner or respect, arising out of or from or related to this note shall be litigated in the Judicial Court of Kane County, Illinois. The Tenant hereby consents and submits to the jurisdiction of such court. The Tenant hereby waives any right it may have to transfer or change the venue of any litigation brought against the Tenant.

O. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should the Landlord employ legal counsel as a result of a breach hereof by the Tenant to address said breach, or should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

P. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

Q. Subordination Atonement. Tenant agrees that whenever Landlord shall subordinate the Lease to the lien of any present or future mortgage, or deed of trust, this Lease shall automatically also be subordinated to the mortgage involved. Tenant agrees that although the foregoing provisions of this Article shall be self-operative, Tenant shall execute, acknowledge and deliver to Landlord, any instrument which the mortgagee may request in order to confirm such subordination of this Lease.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

R. Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. Subject to the terms of this paragraph, all notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address herein below, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord may be made by either actual hand delivery, or shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant:

To Landlord at: LB FIVE LLC Series A - 2401 W. RT. 20 UNIT # 105, 847-344-2070
Jopaylazar@yahoo.com

To Tenant at: _____

S. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of all or any portion of the real property of which the Premises are a part.

T. Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

U. Jury Waiver. The Tenant does hereby knowingly, voluntarily and intentionally waive any rights that such Party may have to a trial by jury in any litigation arising in any way in connection with this Agreement, any of the other agreements that are or may be executed by and between the Parties, and the Tenant's use or occupancy of the Premises and/or any claim of injury, loss or damage. The Parties hereby stipulate that this waiver is a material inducement for the Landlord to enter into this Agreement.

V. Personal Guarantee. The Personal Guarantee at the end of this Lease is a part of this Lease. Tenant and Guarantor each acknowledge that Landlord would not have entered into this Lease without said Guarantee.

W. Re-letting. If this Lease or Tenant's right to possession is terminated, or the Tenant (except as otherwise permitted in this Lease) vacates, abandons, or fails to operate a convenience store on the Premises for seven consecutive days,

or for any ten days out of twenty consecutive days, Landlord may: (i) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or other property of the Tenant therein, perform any decorating, remodeling, repairs, alterations, improvements or additions and taken such other actions as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Premises or prepare the same for re-letting, and (ii) re-let all or any portion of the Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon any other terms as Landlord shall determine in Landlord's sole discretion, directly or as the Tenant's agent (if permitted or required by applicable law). The consideration received from such re-letting, shall be applied to the Tenant's obligations hereunder, and if such consideration, as so applied, is not sufficient to cover all rent and damages to which Landlord may be entitled hereunder, Tenant shall pay any deficiency to Landlord as the same accrues or after the same has accrued from time to time upon demand, subject to the other provisions hereof.

X. Landlord's Cure of Tenant's Defaults. If Tenant fails to perform any obligation under this Lease for five (5) days after notice thereof by Landlord (except that no notice shall be required in emergencies), Landlord shall have the right (but not the obligation), to perform such obligation on behalf and for the account of Tenant, in such event, Tenant shall reimburse Landlord upon demand, as additional rent, for all expenses incurred by Landlord in performing such obligation together with an amount equal to eighteen percent (18%) thereof for Landlord's overhead, and interest thereon at the Default Rate from the date such expenses were incurred. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.

Y. Bad Rent Checks. If during the Term, as it may be extended, Landlord receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). In addition to a \$100.00 service fee payable to the Landlord, all bank service charges and administrative fees resulting from any bad checks shall be borne by Tenant.

Z. This Agreement shall not become effective unless and until the Landlord accepts and approves the Tenant's application and financial statements, and unless and until the previous lease for the Premises has been properly terminated.

Exclusive Use: As of the effective date Landlord agrees not to lease to any business who serves breakfast

LANDLORD: LB Five LLC Series A

TENANT: M&H 1, INC.

By: _____

Joseph Lazar

By: _____

Colin Hegarty