

Agenda
City of St. Charles
Liquor Control Commission Meeting
Tuesday, January 21, 2025, 4:30 PM
2 E. Main Street

1. Call to Order.
2. Roll Call.
3. Motion to accept and place on file minutes of the Liquor Control Commission meeting held on December 16, 2024.
4. Motion to accept and hold minutes of Executive Session dated December 16, 2024.
5. Recommendation to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Kickin' It 5K to be held at Mt. Saint Mary's Park on April 5, 2025.
6. Recommendation to approve a proposal for a B-1 Liquor License application for Kalpataru Ventures LLC dba Vatan, located at 2400 E. Main St., suite #102, St. Charles.
7. Recommendation to approve a proposal for a Massage License application for SBWD Inc., dba Spa Bleu, located at 116 W. Main St., St. Charles.
8. Public Comment.
9. Executive Session (5 ILCS 120/2 (c)(4)).
10. Adjournment.

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

MINUTES
CITY OF ST. CHARLES
LIQUOR CONTROL COMMISSION MEETING
MONDAY, DECEMBER 16, 2024, 4:30 PM
2 E MAIN STREET

1. Call to Order.

The meeting was called to order by Chair Vitek at 4:30 p.m.

2. Roll Call.

Present: Zollers, Spellman, Gehm, Pietryla

Absent: None

3. Motion by Gehm, second by Zollers to accept and place on file minutes of the Liquor Control Commission meeting held on October 21, 2024.

Roll Call Vote: Ayes: Spellman, Zollers, Gehm; Nays: None. Absent: None; Abstain: Pietryla
Commissioner Vitek did not vote as chair.

Motion Carried

4. Recommendation to approve a Proposal for a B-2 Liquor License application and 2am Late Night Liquor Application for SRIF Inc. dba Rosati's Pizza, Located at 550 N. Kirk Rd., St. Charles.

Deputy Chief Majewski presented this liquor license application.

Motion by Pietryla, second by Gehm to approve a proposal for a B-2 Liquor License Application and 2am Late Night Liquor Application for SRIF Inc. dba Rosati's Pizza, Located at 550 N. Kirk Rd., St. Charles.

Roll Call Vote: Ayes: Spellman, Zollers, Gehm, Pietryla; Nays: None. Absent: None; Abstain: None. Commissioner Vitek did not vote as chair.

Motion Carried

5. Discussion regarding a Complaint of Violation and Hearing Notice for Savway Fine Wines & Spirits, located at 2580 E Main Street, St. Charles.

Chair Vitek read the notice of violation of Savway Fine Wines & Spirits for the following offense:

- Served alcoholic liquor to a person under the age of 21 years.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

Ms. Mary Clair Malloy of Savway Wines & Spirits spoke regarding the violation. She stated that a memo was sent to all employees reminding them of the laws and store policies.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

6. Discussion regarding a Complaint of Violation and Hearing Notice for Xa Maly Thai, Inc., d/b/a Maly Thai, located at 3825 E Main Street, St. Charles.

Chair Vitek read the notice of violation of Xa Maly Thai, Inc., d/b/a Maly Thai for the following offense:

- Served alcoholic liquor to a person under the age of 21 years.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

Mr. Chansamone Keomanhla of Maly Thai stated that he has re-trained all employees on state laws and regulations.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

7. Discussion regarding a Complaint of Violation and Hearing Notice for Ton-Ichi Ramen, located at 3843 E Main Street, St. Charles.

Chair Vitek read the notice of violation of Xa Maly Thai, Inc., d/b/a Maly Thai for the following offense:

- Served alcoholic liquor to a person under the age of 21 years.
- Failure to require adequate written evidence to serve a person over the age of 21 years.
- Service of alcoholic liquor by a juvenile not yet 18 years of age.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

Hong Bo Li of Ton-Ichi Ramen stated they accept the responsibility of the above offenses. The juvenile that served alcohol to the underage individual has been reminded of the state laws that forbid a person not yet 18 to serve alcoholic beverages to an underaged person.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

8. Discussion Regarding a Complaint of Violation and Hearing Notice for St. Charles Hospitality, LLC d/b/a Hilton Garden Inn, located at 4070 East Main Street, St. Charles.

Chair Vitek read the notice of violation of St. Charles Hospitality, LLC d/b/a Hilton Garden Inn of for the following offense:

- Served alcoholic liquor to a person under the age of 21 years.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

Ms. Theresa Delee of Hilton Garden Inn stated that the employee who committed the offense is no longer employed with the establishment.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

9. Discussion regarding a Complaint of Violation and Hearing Notice for Krish Ria Convenience, Inc., d/b/a St. Charles BP, located at 1660 West Main Street, St. Charles.

Chair Vitek read the notice of violation of Krish Ria Convenience, Inc., d/b/a St. Charles BP for the following offense:

- Served alcoholic liquor to a person under the age of 21 years.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

Mr. Pragnesh Shah stated that the employee that committed the offense is no longer employed. He further stated that he has upgraded the ID scanning equipment to avoid any future incidents.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

10. Discussion regarding a Complaint of Violation and Hearing Notice for Aldi, Inc., located at 2670 W. Main St., St. Charles.

Chair Vitek read the notice of violation of Aldi, Inc., for the following offense:

- Served alcoholic liquor to a person under the age of 21 years.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

Mrs. Laura Brenneman stated that the employee that committed the offense was informed that he/she will face a termination if another such incident occurs. The employee was put through training.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

11. Discussion regarding a Complaint of Violation and Hearing Notice for The Pride Stores, Inc., located at 1825 Lincoln Highway, St. Charles.

Chair Vitek read the notice of violation of The Pride Stores, Inc., for the following

offense:

- Served alcoholic liquor to a person under the age of 21 years.
- Failure to require adequate written evidence to serve a person over the age of 21 years.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and did not request a hearing.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

12. Discussion regarding a Complaint of Violation and Hearing Notice for Liquor 'N' Wine #2, located at 2460 W. Main St., Suite 100, St. Charles.

Chair Vitek read the notice of violation of Liquor 'N' Wine for the following offense:

- Served alcoholic liquor to a person under the age of 21 years.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

Mr. Scott Richmond, attorney representing Liquor 'N' Wine #2 establishment, stated that the employee who committed the offence has been suspended and will be retrained on the state laws and regulations to ensure that this doesn't happen again.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

13. Discussion regarding a Complaint of Violation and Hearing Notice for ZB Management, Inc. d/b/a Z Smoke N Vape, located at 2045 Lincoln Highway, St. Charles.

Chair Vitek read the notice of violation of Aldi, Inc., for the following offense:

- Sold tobacco/alternative nicotine product to a minor, in violation of Section 5.16.070 of the St. Charles Municipal Code.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and did not request a hearing.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

14. Discussion regarding a Complaint of Violation and Hearing Notice for Krisha Ria Convenience, Inc., d/b/a BP AMOCO located at 1660 West Main Street, St. Charles.

Chair Vitek read the notice of violation of Aldi, Inc., for the following offense:

- Sold tobacco/alternative nicotine product to a minor, in violation of Section 5.16.070 of the St. Charles Municipal Code.

Attorney Peppers stated that the arraignment form has been received and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

Mr. Pragnesh Shah stated that the employee that committed the offense is no longer employed with BP Amoco.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

15. Discussion regarding a Complaint of Violation and Hearing Notice for St. Charles BP, LLC d/b/a St. Charles BP, located at 1745 East Main Street, St. Charles.

Chair Vitek read the notice of violation of St. Charles BP, LLC d/b/a St. Charles BP, for the following offense:

- Sold tobacco/alternative nicotine product to a minor, in violation of Section 5.16.070 of the St. Charles Municipal Code.

Attorney Peppers stated that the arraignment form has been received and the licensee denied the allegations set forth in the complaint and requested a hearing. He further stated that a hearing would have to be set for a future date as the officer that issued this violation would have to present at the hearing unless the licensee changes the plea to guilty.

Ms. Mary Bielanski, an agent for the licensee, stated that she was the one who committed the offense. She further explained that this happened due to the ID scanner malfunction which misled her to sell the tobacco product to a minor. Ms. Bielanski changed her plea to guilty and requested a hearing to potentially receive mitigation.

Attorney Peppers stated that no further hearings would be required in this case and asked if Ms. Bielanski had anything to add to which Ms. Bielanski stated that she did not.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

16. Public Comment – None

17. Executive Session (5 ILCS 120/2 (c)(4)).

Motion by Gehm, second by Spellman to enter into executive session at 5:00 pm for discussion –5 ILCS 120/2(c)(4).

Roll Call Vote: Ayes: Spellman, Zollers, Gehm; Nays: None. Absent: None; Abstain: Pietryla Commissioner Vitek did not vote as chair.

Motion Carried

Regular meeting resumed at 5:21 pm.

18. Adjournment.

Motion by Zollers, second by Pietryla to adjourn the meeting at 5:22 pm.

Voice Vote: Ayes: Pietryla, Spellman, Zollers, Gehm; Nays: None. Absent: None; Abstain: None. Commissioner Vitek did not vote as chair.

Motion Carried

ADA Compliance

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CITY OF
ST. CHARLES
ILLINOIS • 1834

AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5

Title: Recommendation to Approve a Proposal for a Sound Amplification Permit and a New Class E-1 Temporary Liquor License for the “Kickin’ It 5K” to be held at Mt. Saint Mary’s Park on April 5, 2025

Presenter: Deputy Police Chief Majewski

Meeting: Liquor Control Commission

Date: January 21, 2025

Proposed Cost per parade:

Proposed Cost: \$497.50 (PD)
\$1,000.00 (PW)
\$29.42(EMA)
TOTAL \$1,526.92

Budgeted Amount: \$

Not Budgeted:

TIF District: Choose an item.

Executive Summary (if not budgeted, please explain):

This is an application request for a Class E-1 Temporary Liquor License, authorizing dispensing and consumption of craft beer on Park District property, as indicated on a proposed 5K road race route. This temporary license is requested for a single, one-day event, to be held on Saturday, April 5, 2025.

The event, known as “Kickin’ It 5K,” will take place on April 5, 2025, in Mount St. Mary’s Park from 10:00 a.m. to 1:00 p.m., and extend into Wheeler Park in Geneva. The estimated attendance is 200-250 participants. The Zellmer Wellness Foundation is a not-for-profit organization, with the goal of raising funds for a yet-to-be-determined charity. The Zellmer Wellness Foundation has hosted similar events in town in the past.

One EMA member and one officer will be present to cross traffic on Route 31 and one officer will oversee the patrons at the beer tent. Event volunteers will monitor alcohol consumption (beer only) and credential runners (all pre-paid and registered) inside the designated consumption areas. They are also expected to have members from a private security company (unarmed) on site checking ID’s.

Runners will be provided with a wrist band at time of registration, which permits them to receive one (1) beer upon completion of the race. Once the runner has their ID checked, and is provided with their beer, their wrist band will be removed. No additional service or beer purchases will be permitted once the attendees have their wrist bands removed.

All participants must be 21 or older and each will receive an event-specific wristband confirming their identification and age were verified. The event will have a fenced in area in Mt. Saint Mary’s Park that will include a tent, awards stand, and a dispensing area for beer.

A sound amplification permit has been applied for to accommodate a public address system and music. This event has been approved by the St. Charles Park District Board.

Attachments (please list):

E-1 Liquor License Application; Site Plan

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Kickin’ It 5K to be held at Mt. Saint Mary’s Park on April 5, 2025.

For Office Use
 Received:
 Fee Paid: \$
 Receipt #

NON-REFUNDABLE
CITY OF ST. CHARLES
 TWO EAST MAIN STREET
 ST. CHARLES, ILLINOIS 60174-1984



CITY LIQUOR DEALER LICENSE APPLICATION
CLASS E1 - NOT-FOR-PROFIT LICENSE
CLASS E3 - KANE COUNTY FAIR

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License, Class E1 - Not-For-Profit License or E3 - Kane County Fair
 Commencing 4/5/2025 and ending 4/5/2025
 Time Starting _____ and ending _____
 Location of Event MOUNT ST. MARY'S PARK

Name of Business Zellmer Wellness Foundation
 Address of Business 418 S. 6th St, Geneva IL 60134 Business Phone (630) 479-8116
 Is the Applicant a Not-For-Profit Organization: yes
 Authorized Agent Mary Agnes Zellmer Title Race Director
 Has Applicant had a Class E1 License in the previous 365 days? no If YES, on what date:
 Does Applicant have Dram Shop Insurance? yes If YES, attach evidence of insurance.

Requirements of a Class E1 / E3 - Not-For-Profit License

1. The Class E1 license fee is \$50.00 per day.
2. A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. Please provide a list of all supervisors with this application.
3. Liquor supervisors shall be members of the organization holding the license.
4. Beer and/or Wine are the only alcoholic beverages to be sold.
5. Hours are restricted to 12 noon to 11:00 p.m.
6. Licensee must rope/fence off the licensed premises.
7. Are children/minors permitted in the licensed premises? YN
8. Each patron must wear a wristband after having identification checked for legal alcohol consumption age.
9. A sign limited beer and/or wine consumption to the roped off area must be conspicuously displayed at all times.
10. Each server of alcohol must be BASSET certified - need copy of BASSET certification.
11. A copy of site plan diagram to include roped area shall accompany this application.
12. All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

Affidavit

State of Illinois)
 County of Kane)

I/We, the undersigned, being first duly sworn, say that I/we have read the foregoing application and that the statements therein are true, complete, and correct and are upon my/our personal knowledge and information and are made for the purpose of inducing the City of St. Charles to issue the Liquor Dealer License, Class E1 to me/us for the location hereinbefore indicated; that I/we will abide by the State of Illinois or the City Ordinances of the City of St. Charles.

Signature: _____ Signed: _____
 Sworn to before me this 19th day of December, 2024.
 Notary Public _____



ENDORSEMENT OF THE LIQUOR COMMISSIONER
 Approved: ✓ Date: 1/7/25 Chief of Police: _____
 Approved: _____ Date: _____ Liquor Commissioner: _____

BASSET Card



August 23, 2023



Letter ID: L1004001480

MARY AGNES ZELLMER
418 S. 6TH ST
GENEVA IL 60134

License No.: 5A-0110606
Expiration Date: 8/18/2026
License Type: Basset Card

Your "Student ID number" is: 926591513

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION
50 W. Washington Street, Suite 209 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING (BASSET) CARD**

Date of Certification: ~~8/18/2023~~ Expires: 8/18/2026
Trainer's IL Liquor License Number: 5A-0110606

MARY AGNES ZELLMER
418 S. 6TH ST
GENEVA IL 60134

****Card is not transferrable - OFF-PREMISE ONLY****

Certificate of Completion

COLLEEN KROHE

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification

from the American Safety Council.

GRADUATION DATE

9/22/2023

BASSET Student ID Number
26970500


CEO American Safety Council




Illinois BASSET Training

This card certifies that:

COLLEEN KROHE

has completed the
On-Premise BASSET Alcohol Certification


CEO, American Safety Council

10/22/2023
Exp. Date

Liquor Supervisors for Kick'N The Kilt – April 5, 2025



1. Paul Zellmer
2. Mary Agnes Zellmer
3. Colleen Krohe

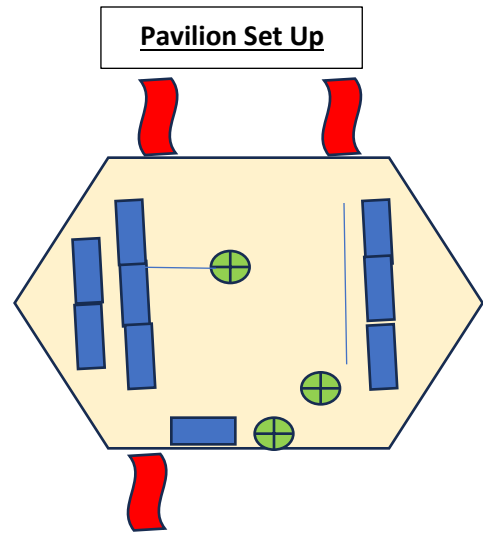
Colleen Krohe
39w310 Preston Circle
Geneva, IL 60134




2025 Kick'in The Kilt
Saturday, April 5, 2025
5:00am setup/9:00am Race Start



- TOTAL EQUIPMENT PARK**
- Tents = 3
 - Tables = 15
 - Chairs = 5
 - Generator = 1
 - Banners = 2
 - Black sign frames = 3 
 - Feather Flags = 3 



| | | | |
|--|--------------------------------------|--|---|
|  | AGENDA ITEM EXECUTIVE SUMMARY | | Agenda Item number: 6 |
| | Title: | Recommendation to approve a Proposal for a B-1 Liquor License Application for Kalpataru Ventures LLC dba Vatan, Located at 2400 E. Main St., suite #102, St. Charles | |
| | Presenter: | Deputy Chief Majewski | |
| Meeting: Liquor Control Commission | | Date: January 21, 2025 | |
| Proposed Cost: | | Budgeted Amount: \$ | Not Budgeted: <input type="checkbox"/> |
| TIF District: Choose an item. | | | |
| Executive Summary (if not budgeted, please explain): | | | |
| <p>Kalpataru Ventures LLC dba Vatan, located at 2400 E. Main St., suite #102, St. Charles is requesting approval of a B-1 liquor license application for their business.</p> | | | |
| Attachments (please list): | | | |
| Liquor License, Memo | | | |
| Recommendation/Suggested Action (briefly explain): | | | |
| Recommendation to approve a proposal for a B-1 Liquor License application for Kalpataru Ventures LLC dba Vatan, located at 2400 E. Main St., suite #102, St. Charles. | | | |



Memo

Date: 1/15/2025
To: Lora Vitek, Mayor-Liquor Commissioner
From: Eric Majewski, Deputy Chief of Police
Re: Background Investigation- Kalpataru Ventures LLC dba Vatan, 2400 E. Main St #102
(Class B-1)

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above-mentioned establishment.

Vatan is located at 2400 E. Main St, suite #102 in the Foxboro Plaza. The owner, Maulik Kholakiya, is in the process of renovation that will accommodate about 72 patrons. They plan to offer Indian cuisine and serve beer, wine and spirits.

The site location/floor plans and the corresponding application materials were reviewed by my staff. We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with an on-site consumption license, subject to City Council approval.

Please see the application material, floorplan and business-plan for further details.

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Maulik Kholakiya

BUSINESS: Vatan

ADDRESS: 2400 E. Main Street #102, St. Charles, Illinois 60174

| | REQUESTED | COMPLETED |
|---|--------------|--------------|
| APPLICATION | _____ | X _____ |
| BUSINESS PLAN/FLOOR PLAN/MENU | _____ | X _____ |
| LEASE (OR LETTER OF INTENT) | _____ | X _____ |
| BASSET CERTIFICATE(S) | _____ | X _____ |
| FINGERPRINTS (<u>ALL</u> MANAGERS) | _____ | X _____ |
| DRAM SHOP (CERTIFICATE OF INSURANCE) | _____ | X _____ |
| TLO | _____ | X _____ |
| I-CLEAR | _____ | X _____ |
| CERTIFICATE OF NATURALIZATION (IF APPLICABLE) | N/A _____ | N/A _____ |
| POLICE RECORDS CHECK | _____ | X _____ |
| APPLICANT'S HOMETOWN RESIDENCY LETTER | _____ | X _____ |
| ILLINOIS LIQUOR COMMISSION | _____ | X _____ |
| SITE VISIT | _____ | X _____ |

* COMMENTS: _____

INVESTIGATOR ASSIGNED [REDACTED]

SUPERVISOR REVIEW [REDACTED]



Memo

Date: 01/15/2025
To: Deputy Chief Eric Majewski #317
From: Commander Drew Lamela #340
Re: Liquor License Background / dba Vatan

The purpose of this memo is to document the background investigation of Kalpataru Ventures, LLC, dba Vatan, pursuant to its application for a Class B-1 liquor license. A Class B-1 license shall authorize the retail sale of alcoholic beverages for consumption on the premises of a restaurant and tavern. Vatan will be located at 2400 E. Main Street, suite #102 in St. Charles, Illinois 60174.

APPLICANT

Kholakiya, Maulikkumar (Maulik) G.



Telephone: [REDACTED]

The application was received on 12/11/2024. The application is complete to include a signed lease, a business plan, floor plan, Certificate of Insurance (dram shop) and restaurant menu. The property is leased through Foxboro Plaza. The agreement is a 6-year lease with three 5-year options. Maulik Kholakiya is listed as the applicant and on-site manager of Vatan. Maulik has never possessed an Illinois Liquor License. Kalpataru Ventures LLC. has an active status via the Illinois Secretary of State website.



APPLICANT INTERVIEW

On 12/17/2024, I met with Maulikkumar (Maulik) Kholakiya at the St. Charles Police Department where he signed a waiver form, allowing me to conduct this background investigation. Maulik resides at [REDACTED] Maulik advised that he has resided at this address for 5 years. Maulik stated that prior to residing in Elgin, he resided at [REDACTED] in Schaumburg, Illinois. Maulik advised that he resided in Schaumburg for 5 years.

Maulik stated that Vatan will be located at 2400 E. Main Street #102 where Lin's Garden previously was located. Maulik stated that the business is not operational. Maulik stated that he recently received his permit for demolition of the interior of the business. Maulik stated that renovations will not take place until after 01/2025.

Maulik stated that he plans on opening Vatan on or about 04/01/2025. Maulik stated that he will be the on-site manager of the business. Maulik stated that he intends to hire another on-site manager and approximately 8-10 employees. Maulik stated that he will be serving beer, wine and spirits along with a full menu of Indian Cuisine. Maulik stated that he has not purchased any product (alcohol). Maulik stated that the restaurant will be open 6-days a week from 11:30am – 10:30pm, closed on Monday. Maulik stated that the restaurant occupancy will be approximately 72 patrons. Maulik provided a floor plan for Vatan.

Maulik stated that he has never owned a restaurant, and he has never possessed an Illinois Liquor License. Maulik stated that once he receives the City of St. Charles Liquor License, he will then apply for an Illinois State Liquor License.

ADDITIONAL INFORMATION

Maulik has a current BASSET Certification card through ServSafe ID#: 26239370 / Card#: 26565461.

On 12/12/2024, Maulik was fingerprinted by IEP Catt. The prints were submitted to the Illinois Bureau of Identification and the FBI, which came back with negative results.

A check through our department's New World system revealed negative results.

A check through the Kane County Aegis system revealed negative results.

A check through the Chicago Police Department's ICLEAR system revealed negative results.

ADDITIONAL INFORMATION CONTINUED

A check through the Cook County, DeKalb County, DuPage County and Kane County Circuit Clerk's office revealed negative results.

A check through TLOxp showed no liens, judgments or bankruptcies for Maulik.

A search through the Illinois Secretary of State's website showed Maulik to be the registered agent for Kalpataru Ventures, LLC. The Illinois Secretary of State shows Kalpataru Ventures, LLC to be active and in good standing.

A check through the Schaumburg Police Department revealed no contact with Maulik.

HOMETOWN RESIDENCY LETTER

On 01/13/2025, I received a response from the Elgin Police Department reference a Hometown Residency check on the applicant, Maulik Kholakiya. The Record's Clerk, Allison Bartlett advised that their agency has had no contact with Maulik Kholakiya.

SITE VISIT

On 12/17/2024, at 1230 hours, I went to 2400 E. Main Street #102, the future site of Vatan. There were four workers inside of the business who were in the early process of demolition work. The wallpaper was being taken down and the flooring was being removed. The kitchen and restrooms were in the early stages of renovation. This completed the site visit.

This concludes this background investigation.

Commander Drew Lamela #340



City of St. Charles, Illinois Liquor Control Commission
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION



Incomplete applications will not be accepted.

Applications may be submitted to: 2 E. Main Street, St. Charles, IL 60174-1984

Business Name

APPLICATION CHECKLIST

| Check items to confirm all are attached to this application | Applicant | Office Use |
|---|-------------------------------------|--------------------------|
| Application Fee of \$200 (5.08.070C) non-refundable <small>Non-refundable</small> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Completed Application for all questions applicable to your business. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Copy of Lease/Proof of Ownership | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Copy of Articles of Corporation, if applicable. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects, such as pool tables, bar stools, vending/amusement machines; as well as all exits. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Copy of Business Plan, to include: <input checked="" type="checkbox"/> Hours of Operation <input checked="" type="checkbox"/> Copy of Menu <input checked="" type="checkbox"/> Whether or not live music will be played at this establishment <input checked="" type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> Do not include a marketing or financial plan with this business plan | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated. | <input type="checkbox"/> | <input type="checkbox"/> |
| Alcohol Tax Acknowledgement and Business Information Sheet | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

OFFICIAL USE ONLY

Signature of Investigating Officer

Badge Number & Rank *Commander / #340*

Approval Recommended*

Approval NOT Recommended

Signature of Chief of Police

Date

11/5/25

***ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPARTMENT REQUIREMENTS.**

LICENSE INFORMATION:
 A Package \$3200-3600 **A1** **A2** **A4** **A5** **A6**
 B Restaurant \$2400-3600 **B1** **B2** **B3**
 Late Night Permit 1:00am \$800 (B/C only)

 C Tavern \$2400-3600 **C1** **C2** **C1**
 Late Night Permit 2:00am \$2300 (B/C only)

 D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies **D-Type** _____

 G Brewery/Restaurant or Site License - \$varies **G1** **G2**
 H Catering License - \$varies **H1** **H2**

*Initial Liquor License fees for A, B, C, D, G are reduced by 50% for annual renewals and licenses issued after Nov 1.

*Licenses are valid until April 30 following issuance and a renewal application is required for the next year (May 1-April 30) (5.08.040)

APPLICANT INFORMATION
1. Type of Business: Individual Partnership Corporation Other (explain):

2. Business Name:

Kalpataru Ventures LLC (dba VATAN - Progressive Indian Kitchen)

3. Business Address:

2400 E Main St, Suite 102, St Charles, IL 60174

4. Type of Business
(5.08.070-3):

Restaurant

5. Length of Time in this
Business (5.08.070-4):

start up

6: Value of merchandise that normally will be in inventory when in
operation (5.08.070-5): \$

\$10,000

7. Business Phone:

2246161635

8. Business E-mail:

kventures.ms@gmail.com

9. Business Website:

N/A

10. Illinois Tax ID Number:

93-4178154

11. Applicant/Contact Person Name:

Maulik Kholakiya

12. Title:

Owner

13. Email:

14. Applicant Home Address, and all addresses for the last 10 years:

15. Ph #:

DL#:

16. Date of Birth:

17. Birthplace:

Gujarat-India

18. If Corporation, Corporation Name:

N/A

19. Corporation Address (city, state, zip code):

N/A
ADDITIONAL OWNERS, INVESTORS (greater than 5% interest), and MANAGER INFORMATION
Full Name, include middle initial: **N/A**

Title:

Birthdate:

Birthplace:

Driver's License#:

Home Phone:

Home Address, and all addresses for the last 10 years:

2400 E Main St, Suite 102, St Charles, IL 60124

Email Address:

Full Name, include middle initial: N/A Title:

Birthdate: Birthplace: Driver's License#: Home Phone:

Home Address, and all addresses for the last 10 years: Email Address:

Full Name, include middle initial: N/A Title:

Birthdate: Birthplace: Driver's License#: Home Phone:

Home Address, and all addresses for the last 10 years: Email Address:

BUSINESS ESTABLISHMENT LOCATION INFORMATION

| | | | |
|---|--|---|--|
| 1. Exact Street Address for liquor license: 2400 E Main St, Suite 102 | 2. # Parking Spaces: 50 | 3. Outside Dining s.f. [17.20.020-R]: 2000 | 4. Total Building s.f.: 3400 |
| 5. Total # Seats: 72 | 6. Live Entertainment Area s.f. [5.08.010-H]: N/A | | |

7. Brief Business Plan description based on type of establishment listed above (5.08.070-6):
 A sit down restaurant serving Indian cuisine style food with full service bar serving both ready to serve drinks as well as craft cocktails.

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY

Attach to this application a floorplan or layout of the proposed facility to include the following:

- Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following:
 - The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;
 - The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);
 - The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.
- The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license.
- A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
- It shall be unlawful for any licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

THE FIRE PREVENTION BUREAU WILL FURNISH ALL FINAL, PERMITTED OCCUPANCY NUMBERS FOR THIS LICENSE.

CORPORATION / PREMISES QUESTIONS

| | |
|----|---|
| 1. | <p>If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, print name(s), date(s), and place(s) of naturalization:</p> |
| 2. | <p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p> |
| 3. | <p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p>Name of Building Owner: TERRY F. GROVE Phone Number: 630 - [REDACTED]</p> <p>Address of Building Owner: [REDACTED] E-mail Address:</p> <p>Mailing Address of Building Owner (if different): -N/A-</p> <p>Name of Building Owner: Phone Number:</p> <p>Address of Building Owner: E-mail Address:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Name of Building Owner: Phone Number:</p> <p>Address of Building Owner: E-mail Address:</p> <p>Mailing Address of Building Owner (if different):</p> |
| 4. | <p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es):</p> |
| 5. | <p>Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)</i></p> |
| 6. | <p>Are any improvements planned for the building and/or site that will require a building permit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date of permit application _____</p> |
| 7. | <p>Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what was the disposition of the application? Explain as necessary:</p> |

| | |
|-----|---|
| 8. | <p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| 9. | <p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p> |
| 10. | <p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p> |
| 11. | <p>Complete ONLY if yes was answered to the question above (10):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____ Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p> |
| 12. | <p>Date of Incorporation (Illinois Corporations) (5.08.070-10): 10/31/2023</p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): _____</p> |
| 13. | <p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> |

14. All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).
 Has this been done? Yes No
 If yes, date(s):

15. Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? Yes No
 If already furnished, date of delivery:

16. Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)?
 Yes No

B.A.S.S.E.T. TRAINING

Please list employees required to have B.A.S.S.E.T training on this page – include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.

Name (First, Middle, Last): **Maulik Kholakiya** Birthdate: [REDACTED]

Home Street Address, Incl City, State, Zip: [REDACTED]

Date of Course: **11/24/2024** Place Course was Taken: **Serve Safe-online** Certificate Granted? Y/N: **Y** Expiration: **11/23/2027**

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

Date of Course: Place Course was Taken: Certificate Granted? Y/N: Expiration:

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

Date of Course: Place Course was Taken: Certificate Granted? Y/N: Expiration:

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

Date of Course: Place Course was Taken: Certificate Granted? Y/N: Expiration:

NEW MANAGEMENT REQUIREMENTS

Whenever a new manager comes on board, the City must be notified and that person must be fingerprinted.
It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees.

COMMENTS/ADDITIONAL INFORMATION

[Empty space for comments/additional information]

Business Name:
Kalpataru Ventures, LLC dba-VATAN

SIGNATURES


Applicant's Signature

Subscribed and sworn before me this 11th day of December, 2024

(Seal)

Notary Public, State of Illinois
Official Seal
Elvia Quintero
Commission # 993739
My Commission Expires 7/17/2028


Notary Public

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

To be completed by the City of St. Charles Police Department

| | |
|--|---|
| Date: <u>12/17/2024</u> | Name of Applicant: <u>Maulik Kholakiya</u> |
| Name of Business: <u>Vatan</u> | |
| Address of Business: <u>2400 E. Main St. #102</u> | Ward Number: <u>#2</u> |
| Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealer's Liquor License: | |
| 1. | Date on which applicant will begin selling retail alcoholic liquors at this location: <u>APPROX. APRIL 1st 2025</u> |
| 2. | Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. | If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer a, b and c: a. State the kind of such business: b. Give date on which applicant began the kind of business named at this location: c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. | If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | |
|-----|--|
| 5. | Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. | Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7. | If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Rest.</i> |
| 8. | Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. | Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 10. | Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 11. | It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. | From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions: |
| 13. | Have all persons named in this application been fingerprinted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Fingerprinted by: <i>IEP Catt</i> Date: <i>12/12/2024</i> |
| 14. | Other necessary data: |



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

| | | | |
|----------------------------------|---|---------------------------|----------------------|
| Entity Name | KALPATARU VENTURES, LLC | | |
| Principal Address | 3749 PEREGRINE WAY ELGIN, IL 601240000 | | |
| File Number | 13898936 | Status | ACTIVE on 11-05-2024 |
| Entity Type | LLC | Type of LLC | Domestic |
| Org. Date/Admission Date | 10-24-2023 | Jurisdiction | IL |
| Duration | PERPETUAL | | |
| Annual Report Filing Date | 11-05-2024 | Annual Report Year | 2024 |
| Agent Information | MAULIK KHOLAKIYA [REDACTED] | Agent Change Date | 10-24-2023 |

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Managers



Address



KHOLAKIYA, MAULIK K



Showing 1 to 1 of 1 entries

Previous

1

Next

**City of St. Charles
ALCOHOL TAX
BUSINESS INFORMATION SHEET**

As a new business serving or selling alcohol in the City of St. Charles, the following information must be provided to assist with the processing of your monthly Alcohol Tax returns.

BUSINESS CONTACT INFORMATION

Corporate name: Kalpataru Ventures, LLC

DBA: VATAN- Progressive Indian Kitchen

Phone: 224-616-1635 Fax:

E-mail: kventures.ms@gmail.com

Address: [REDACTED]

City: St Charles

State: IL

ZIP
Code: 60174

Expected date of business opening (Required):

TAX PREPARER INFORMATION

Name of Tax Preparer: Ajay CPA

Phone: 773-262-5999

Fax:

E-mail:

This completed form must be submitted with your liquor license application and "Acknowledgement of City Alcohol Tax" to the City of St. Charles Administration Office.

ACKNOWLEDGEMENT OF ALCOHOL TAX

By signing below, I acknowledge that I have received the updated information on the City's alcohol tax. I understand that it is my responsibility to collect said tax on any alcohol sales effective immediately. It is also my responsibility to remit said taxes to the City by the due dates specified in the alcohol tax ordinance. I understand that any violation of the alcohol tax ordinance can result in the imposition of fines, penalties, or sanctions including suspension or revocation of the liquor license granted by the City of St. Charles. **The tax rate on alcohol sales will be changed to 3% of the purchase price effective September 1, 2018. Please apply the tax at a rate of 3% on all alcohol sales at your establishment beginning on September 1, 2018.**

Name Maulik Kholakiya

Title Owner-manager

Business Name Kalpataru Ventures, LLC dba-VATAN

Address 2400 E Main St, Suite 102, St Charles, IL 60124


Signature

12/11/24
Date

Please return the signed acknowledgement form to the City of St. Charles Administration Office .

Foxboro Plaza Lease
Foxboro/Indian Restaurant Lease.doc

THIS LEASE is made and entered into as of this 1st day of December, 2024, by and between Foxboro Plaza Partnership (herein called the "Landlord") and Kalpataru Ventures LLC. (hereinafter referred to as "Tenant"). There are two separate Guarantors to this Lease. They are Maulik Kholakiya and Dhara Patel. Their Guarantees are attached to this Lease.

RECITALS

WITNESSETH: That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

ARTICLE I
Leased Premises

1.1 Landlord is the owner of a shopping center ("Shopping Center") and land upon which it is situated, commonly known as Foxboro Plaza, 2400 East Main Street, St. Charles, Illinois 60174, (collectively referred to as the "Premises"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that portion of the Shopping Center commonly known as Unit No. 102 (hereinafter referred to as "Leased Premises") and the right to use the common areas of the Premises including parking area, in common with other tenants of the Shopping Center subject to rules and regulations from time-to-time promulgated by Landlord. Tenant accepts the Premises in an "as is" condition.

ARTICLE II
Term

2.1 The Lease shall begin on December 1, 2024 and shall end on November 30, 2030 subject to the terms and conditions hereinafter set forth.

2.2 Tenant shall have (3) five-year options. The base rent and the pass thrus shall increase cumulative by three percent for each year of each option period. To exercise each option Tenant must give Landlord notice at least one year prior to the expiration of the original term and at least one year prior to the expiration of each of the five-year option periods. Tenant may exercise the options granted herein only if Tenant has not defaulted in the performance of any of the covenants, duties and obligations to be performed by the Tenant under this Lease.

ARTICLE III
Base Rent & Pass Thrus

3.1 Tenant shall pay to Landlord a base rent and pass thrus at the following rates per month due before the first day of each month payable to Landlord and sent or

delivered to the office of the Landlord located at 311 North Second Street, Suite 304, St. Charles, IL 60174.

| <u>Period</u> | <u>Monthly Base Rent</u> | <u>Monthly Pass Thrus</u> | <u>Total</u> |
|--------------------------|--------------------------|---------------------------|--------------|
| 12/01/2024 to 02/28/2026 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 03/01/2026 to 02/28/2027 | 4,855.00 | 2,088.00 | 6,943.00 |
| 03/01/2027 to 02/29/2028 | 5,426.00 | 2,151.00 | 7,577.00 |
| 03/01/2028 to 02/28/2029 | 5,712.00 | 2,215.00 | 7,927.00 |
| 03/01/2029 to 10/31/2029 | 5,883.00 | 2,281.00 | 8,164.00 |

(a) Tenant shall pay the Landlord at the time this lease is signed the first month's Gross Rent (base rent plus pass thrus) of \$6,943.00. The amount of the pass thrus set for the term of this lease and any extension by options will increase the pass thrus by three percent cumulative annually.

(b) In the event that payment of base rent and pass thrus are not paid within five (5) days after the same shall be due, Tenant shall pay a late charge of twenty dollars (\$20.00) per day.

3.2 Tenant recognizes and acknowledges, without limiting the generality of any other term or provision of this Lease, that it is the intent of the parties hereto that the base rent and pass thrus provided to be paid by Tenant to Landlord shall be absolutely net to Landlord and not subject to set off or other claim against Landlord.

ARTICLE IV Security Deposit

4.1 Tenant herewith has deposited as a Security Deposit with Landlord \$13,886.00 which shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this lease. No interest shall be paid on the Security Deposit. The Security Deposit shall not be used by Tenant to pay any month's base rent and pass thrus including the last month.

4.2 If Tenant commits a default hereunder, Landlord at its option may apply said Security Deposit or any part thereof to compensate Landlord for any loss, cost, damage or expense sustained due to such default. Upon Landlord's request, Tenant shall forthwith remit to Landlord cash sufficient to restore said sum to the original sum deposited and Tenant's failure to do so within five days after demand thereof shall be a default under this Lease. If at the end of the lease term Tenant is not in default hereunder and the Premises has been put into a condition by Tenant satisfactory to Landlord, the balance of such Security Deposit shall be returned to Tenant.

ARTICLE V

Use

5.1 The Leased Premises may be used solely for the purpose of an Indian and Pakastani food restaurant with video gaming. Landlord shall not lease to any other tenant serving Indian or Pakastani cuisine except that other tenants shall be permitted to sell Indian and/or Pakastani cuisine as ancillary menu items not to exceed 5% of gross sales.

5.2 Tenant shall, in the conduct of its business, as aforesaid, comply with the requirements (including but not limited to zoning laws and ordinances) of all municipal, state and federal authorities which apply to the business conducted upon the Leased Premises. Tenant shall not permit the Leased Premises to be used for any unlawful purpose and shall conduct its business so that the same shall not be or become a nuisance.

5.3 During the term of this Lease, Tenant hereby covenants and agrees that: (i) it shall at its sole cost and expense comply with all Environmental Laws; (ii) it shall not conduct or authorize the management of any Hazardous Substances on the Premises or Leased Premises, including but not limited to installation of any underground storage tanks without the prior written consent of Landlord first had and obtained; (iii) it shall not dispose of Hazardous Substances in any dumpsters that maybe provided by Landlord for Tenant's use; (iv) it shall not take any action that would subject the Leased Premises and/or the Premises or any part thereof to permit requirements under RCRA for storage, treatment or disposal of Hazardous Substances; (v) it shall not discharge Hazardous Substances into any drains or sewers; and (vi) it shall not cause, permit or allow the release of Hazardous Substances on, to or from the Premises/or the Leased Premises.

ARTICLE VI

Improvements by Tenant

6.1 The interior of the Leased Premises may be modified or reconstructed by Tenant, at Tenant's sole cost and expense, in accordance with plans and specifications to be prepared by the Tenant's architects; provided, however, that any such modifications or reconstruction (herein called the "Modifications"):

(a) shall be non-structural; and

(b) shall be accomplished and supervised by the Tenant and be subject to the prior review and approval in writing by Landlord. The Landlord shall not have any responsibility with respect to the contract for, the performance of, or the adequacy of any such Modifications.

(c) Tenant has permission to remove the drop ceiling and the seating area of the restaurant.

6.2 Tenant shall promptly upon demand of Landlord, at any time and from time-to-time, pay to Landlord the costs of any and all repaving, resurfacing and other

repair work which may be necessary to restore any part of the Premises which are damaged or otherwise affected by the Modifications to their condition immediately preceding the commencement of the Modifications.

6.3 Tenant shall at its cost and expense, obtain all required permits for any Modifications and shall deliver same to Landlord. All of Tenant's improvements shall be in accordance with all building codes and other laws and regulations of governmental bodies having jurisdiction thereover and shall be fully and promptly paid for by Tenant.

6.4 Tenant shall promptly pay all of its contractors and material men so as to prevent the possibility of a lien against the Premises, and should any such lien exist inchoate or be made, claimed or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord, all in the manner and to the extent as may be required by Landlord, or by the title insurance company which is insuring the Landlord's and the mortgagee's title to the Premises as a condition to issuing its guarantee against loss or damage on account of any of said liens. Tenant hereby indemnifies and holds Landlord (and its officers, directors, shareholders and beneficiaries) harmless from and against any claim, demand, action, judgment or expenses (including attorney fees) directly or indirectly relating to or arising out of the Modifications.

6.5 Tenant shall not grant any security interest in any of the improvements to be installed or constructed by it, nor shall Tenant suffer the attachment of any security interest by operation of law or otherwise. All Modifications which are affixed to the Leased Premises shall, at the option of Landlord, be deemed fixtures and shall remain the property of Landlord upon expiration or termination of this Lease.

6.6 During any and all periods during which the Tenant may be modifying or reconstructing the interior of the Leased Premises, the Tenant shall, at the Tenant's sole cost and expense, maintain and provide builder's risk and extended coverage insurance. Such insurance policies shall be in the name of the Landlord and the Tenant as their respective interests may appear.

6.7 Subject to applicable laws and ordinances, and the rights of other tenants at the Premises, Tenant shall have the right to place and maintain signs and advertisements on the exterior and interior of the Leased Premises. In any event, all such signs and advertisements shall be further subject to Landlord's prior written approval.

6.8 In the event that the Leased Premises or any portion thereof shall require repair, remodeling, renovation, or reconstruction, or in the event that any new construction shall be required during the term of this Lease, to comply with a ruling of the Federal Occupation Safety and Health Act (OSHA), or any health, safety or environmental protection ordinances, insurance regulations or other administrative rules or regulations, such remedial actions viz., repairs, remodeling, renovation, reconstruction or new construction shall be accomplished within the time allowed by OSHA. Tenant shall be fully responsible for all labor and material required to accomplish the aforesaid

requirements. However, no structural alterations shall be commenced without first obtaining the consent of Landlord.

ARTICLE VII Utilities

7.1 Tenant shall pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone, sewer charges and/or all other utility services used, rendered or supplied to or in connection with the Leased Premises during the entire time that Tenant occupies the Premises.

ARTICLE VIII Maintenance, Repairs and Condition

8.1 With respect to the Premises or Leased Premises, Tenant agrees to:

(a) Landlord, its agents, employees beneficiaries and its beneficiaries' agents and employees shall not be liable for, and Tenant waives all claims for damage including, but not limited to, consequential damages, to person, property or otherwise sustained by Tenant or by a person claiming through Tenant resulting from any accident or occurrence in or upon any part of the Premises including, but not limited to, claims for damage resulting from: i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep any part of the Premises in repair; (iii) injury done or caused by wind, water or other natural elements including any water leaking from windows or roof; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, washstand, water closet, water pipe or drainer; (viii) the escape of steam or hot water; (ix) water, snow or ice in or upon the Premises; (x) the failing of any fixture, plaster or stucco; (xi) damage to or loss by theft or otherwise or property of Tenant or others; (xii) acts or omissions of persons in or upon the Premises or other tenants in the Shopping Center, occupants of nearby properties or any other person other than Landlord; and (xiii) any act or omission of owners of adjacent or contiguous property. All property of Tenant kept in the Leased Premises or on the Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

(b) reconstruct, and make all necessary repairs to the interior necessitate by any change done by Tenant, his employees, or customers;

(c) maintain and make all necessary repairs and replacements of plumbing, electrical, HVAC systems and all other personal property and equipment owned by Landlord and used by Tenant in the operation of the Leased Premise. Starting March 1, 2026, Tenant will pay to Landlord \$300.00 which Landlord will then pay to 1-2-3

Comfort Services Co. or any other qualified HVAC company to do fall and spring maintenance check-ups on the heating/cooling systems of Tenant in order to properly maintain them. 1-2-3 Comfort Co. or any other qualified HVAC company will report to Landlord of any repairs needed. Landlord will then have 1-2-3 Comfort Co. or any other qualified HVAC company make the repairs and then Landlord will bill Tenant.

- (d) do all its own decorating;
- (e) make all repairs necessitated by the negligence of Tenant, its agents and employees;
- (f) replace all glass broken and damaged;
- (g) maintain the Leased Premises in a clean and sanitary condition including having the cooking hood cleaned at least once a year and yearly cleaning out of the grease trap. Tenant will promptly provide Landlord with receipts showing the work has been done; and
- (h) maintain in full force and effect all business licenses required by applicable law as a condition to doing business in the Leased Premises.

8.2 Tenant has thoroughly inspected the Leased Premises and is familiar with its condition and accepts the same in an "as is" condition. Landlord makes no representations or warranties as to the condition of the Leased Premises or equipment situated therein or as to the suitability of the Leased Premises for the use intended by Tenant and hereby disclaims any responsibility, therefore. **Notwithstanding the foregoing, Landlord shall be solely responsible for the maintenance of the roof, structure and all exterior plumbing, sewer and electrical service to the Premises. All the expenses connected with the maintenance of the foregoing shall be paid out of the common area maintenance account.**

8.3 Tenant, at Tenant's expense, may rekey exterior doors. Tenant must use Landlord's locksmith and will provide Landlord with two keys to fit each of the exterior doors that Tenant changes locks on within two days of Tenant's rekeying the doors.

ARTICLE IX Title and Possession

9.1 Landlord covenants that if the Tenant shall perform all of the covenants and provisions of this Lease to be performed by the Tenant, the Tenant shall peaceably and quietly occupy and enjoy the full possession and use of the Leased Premises.

ARTICLE X
Default

10.1 (a) Each of the following events shall constitute a default:

- (i) If Tenant shall (a) make an assignment for the benefit of creditors, (b) file or acquiesce of a petition in any court (whether or not pursuant to any statute of the United States or of any state), in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, (c) make an application in any such proceedings for or acquiesce to the appointment of a custodian for all or any portion of its property; or
 - (ii) If any petition shall be filed against Tenant to which Tenant shall not acquiesce in any court (whether or not pursuant to any statute of the United States or any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and (a) Tenant shall thereafter be adjudicated as a bankrupt, or (b) such petition shall be approved by any such Court, or (c) such proceedings shall not be dismissed, discontinued or vacated within thirty (30) days; or
 - (iii) If, in any proceedings, pursuant to the application of any person other than Tenant to which Tenant shall not acquiesce, a Custodian or trustee shall be appointed for Tenant or for all or any portion of the property of Tenant and such Custodianship or Trusteeship shall not be set aside within thirty (30) days after such appointment; or
 - (iv) If Tenant shall fail to pay any installment of rent, additional rent, or any other charge required to be paid by Tenant hereunder when the same shall become due and payable and such failure to pay shall continue for five (5) days after the same was due and payable, without notice or additional period of grace; or
 - (v) If Tenant shall fail to timely maintain all insurance required hereunder and deliver evidence thereof to Landlord, without notice or period of grace; or
 - (vi) If Tenant shall fail to perform or observe any requirement of this Lease not hereinbefore specifically referred to on the part of the Tenant to be performed, or observed, and such failure shall continue for ten (10) days after written notice to Tenant specifying such default, or such longer period of time reasonably required to cure such default, provided Tenant is proceeding diligently to cure the same.
- (b) Upon the happening of any one or more events of default as set forth in this Article X, Landlord may elect to terminate this Lease or to terminate Tenant's right to the use and possession of the Leased Premises without terminating this Lease. Upon either such election by Landlord, Tenant's right to the use and possession of the Leased Premises shall terminate, and Tenant shall forthwith quit and surrender the Leased Premises to the Landlord within fourteen (14) days. Notwithstanding any

termination of this Lease, together with Tenant's right to the use and possession of the Leased Premises surrender and any entry into possession by Landlord, Tenant shall be subject to all remedies at law or in equity, available to Landlord and Tenant's liability under all of the provisions and conditions of this Lease shall continue; provided, however, Landlord agrees to use all reasonable efforts to relet the Leased Premises (but such obligation shall not include the requirement of the expenditure by Landlord or funds for the purpose of modifying the Leased Premises or any improvements thereon) and in the event of such reletting the amount received therefrom shall be applied as a credit against the obligations of the Tenant, monthly, after charging such receipts with Landlord's reasonable expenses of such reletting.

(c) If this Lease, or Tenant's right to possession of the Leased Premises shall be terminated as herein provided, Landlord or its agents or employees, may immediately or at any time thereafter re-enter the Leased Premises and remove therefrom Tenant, Tenant's agents, any subtenants and any licensees, concessionaires or invitees, together with any of its or their property, either by summary distress proceedings or by any suitable action or proceedings at law or in equity or by force or otherwise. In the event of such termination, Landlord may repossess and enjoy the Leased Premises as fully and with the same effect as if this Lease had never been executed. Landlord shall be entitled to the benefits of all provisions of law and/or equity with respect to the speedy recovery of lands and tenements held over by Tenant or proceedings in forcible entry and detainer. Notwithstanding any such re-entry, repossession, dispossession or removal, Tenant's liability under all of the provisions of this Lease shall continue in full force and effect.

(d) Tenant and Landlord shall pay, within thirty (30) days after notice from the other, all costs and expenses (including attorney fees) incurred by Landlord or Tenant in enforcing or interpreting any obligations of the other after a default by the other party. Additionally, Tenant shall pay to Landlord, within thirty (30) days of notice from Landlord, all reasonable costs (including attorney fees) incurred by Landlord in connection with the reletting of the Leased Premises or in the performance of Tenant's obligations hereunder if the same is due to a default of Tenant under this Lease.

ARTICLE XI Assignment and Sublease

11.1 Tenant shall not directly or indirectly, by articles of agreement or otherwise, assign this Lease in whole or in part or sublease the Leased Premises in whole or in part without the prior written consent of Landlord, such consent not unreasonably withheld, not without such consents as may be required by any mortgagee of the Leased Premises. In the event that Landlord consents to such assignment or subleasing, Tenant shall remain primarily liable to perform all of the terms, covenants, conditions and agreements to be performed on the part of the Tenant under this Lease, including but not limited to the payment of rent and other costs and expenses as provided herein. In determining whether or not to consent to an assignment or sublease, Landlord may consider the financial credibility, business background and business acumen of the

proposed assignee or sublease, as well as the impact of the assignment or sublease upon percentage rentals expected by Landlord to be received hereunder. If Tenant is a corporation or partnership, the transfer of corporate stock or partnership interests, as the case may be, shall constitute a transfer as to which this Section 11.1 shall be applicable.

ARTICLE XII Fire and Extended Coverage Insurance

12.1 Landlord shall maintain insurance insuring the Premises during the Full Term hereof against loss by fire, vandalism, malicious mischief and such other perils included from time-to-time in standard "All-Risk" fire (with extended coverage endorsement) insurance policies. Such insurance shall be maintained in such amounts and with such insurers as shall be reasonably determined by Landlord.

12.2 Such fire and extended coverage insurance shall insure Landlord from loss of rents during any and all periods during which the Leased Premises are untenable due to fire or other casualty for a period of one (1) year and the proceeds of such rent insurance shall be payable to Landlord whether or not the rent due under this Lease shall abate either in whole or in part.

12.3 Tenant hereby releases and discharges Landlord, its licensees, agents and employees of and from any liability to anyone claiming by, through or under them on account of any loss or damage resulting from or arising out of any fire or other casualty, however causes; provided, however, that the provisions of this Article 12.3 shall be of no force or effect to extent that the same shall invalidate or increase the premium of any policy of insurance owned by Landlord.

12.4 In case the Leased Premises shall be rendered untenable during the term of this Lease, by fire or other casualty, Landlord, at its option may elect to terminate this Lease or require the Tenant to repair the Leased Premises within one hundred eighty (180) days thereafter. If Landlord elects to require the repair of the Leased Premises, all proceeds of insurance shall be retained by Landlord and paid to Tenant or Tenant's contractors and subcontractors as a reimbursement for the cost of such repair. All proceeds of insurance may be disbursed by Landlord through a construction escrow in accordance with the usual and customary escrow instructions available from a title company designated by Landlord. If the Leased Premises shall not be repaired within one hundred eighty (180) days or if Landlord elects to terminate this Lease as permitted in this Article 12.4, then all such insurance proceeds shall be retained by Landlord free and clear of any claims therefore by Tenant and this Lease shall thereupon become null and void.

12.5 Tenant shall maintain its own insurance covering the risk of loss or damage to Tenant's own property and property owned by Landlord but used by Tenant.

ARTICLE XIII
Liability Insurance

13.1 Landlord shall not be liable for injuries, including accidental death, to any person or damage to any property due to the condition of the Leased Premises or to the occurrence of any accident on or about the Leased Premises as a result of any act or neglect of Tenant or of any other occupant of the Leased Premises or of any other person. Tenant shall be responsible and liable to Landlord for any damage to the Leased Premises and for any act done thereon by Tenant or by any person coming onto the Leased Premises by the license of Tenant, expressed or implied, and Tenant does hereby indemnify and save harmless the Indemnified Parties from any and all liability for any injury, including accidental death, to any person and/or damage to any property resulting from Tenant's use or tenancy of the Leased Premises. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable to Tenant for any injuries or damages caused by the actions, omissions, or gross negligence of Landlord, Landlord's agents, or anyone acting on behalf of Landlord. Tenant shall protect against Tenant's liability hereunder by maintaining and providing, at Tenant's sole cost and expense, public liability insurance (including but not limited to public liability insurance with respect to all exterior signs) in amounts not less than Two Million Dollars (\$2,000,000.00) for injuries, including accidental death, to any one person and subject to the same limits for each person, in an amount not less than \$2,000,000.00 on account of any one accident and for damage to property in an amount not less than One Hundred Thousand Dollars (\$100,000.00). Tenant shall, at Landlord's request, increase the public liability insurance limits to such amounts as may be designated from time-to-time by Landlord. All such public liability insurance shall be maintained with reputable insurers licensed to do business in Illinois who are rated by Best as A1 or better and who are acceptable to Landlord in its sole discretion and shall provide that such policies will not be canceled without at least thirty (30) days prior written notice to Landlord. Landlord, and if requested, other persons designated by Landlord as having a title interest in the Leased Premises shall be named as an additional party insured on said liability insurance policy. Copies, certificates or other evidence of the maintenance of such insurance policies, as the insurers may customarily issue, shall be delivered to Landlord from time-to-time and at least thirty (30) days to the end of the insuring term of any prior policy in effect.

13.2 Tenant may serve alcohol on the Premises in which case Tenant will obtain liquor liability insurance (dram shop insurance) in the amount of at least Two Million Dollars. Tenant shall at Landlord's request increase the liquor liability insurance (dram shop insurance) to such amounts as may be designated from time-to-time by Landlord. All such liquor liability insurance (dram shop insurance) shall be maintained with reputable insurers licensed to do business in Illinois who are rated by Best as A1 or better and who are acceptable to Landlord in its reasonable discretion and shall provide that such policies will not be canceled without at least thirty days prior written notice to Landlord. Landlord and, if requested, other persons designated by Landlord as having a title interest in the Leased Premises, shall be named as an additional party insured on said liquor liability insurance (dram shop insurance) policy. Copies, certificates or other

evidence of the maintenance of such insurance policies, as the insurers may customarily issue, shall be delivered to Landlord from time-to-time and at least thirty days to the end of the insuring term of any prior policy in effect.

13.3 Landlord shall maintain such public liability insurance with respect to the Premises as Landlord shall determine in its sole discretion. Such insurance shall not insure any liability of Tenant.

13.4 Waiver of Subrogation: Without limiting the generality of any other waivers of claims contained in this Lease, Tenant hereby waives any and all claims and rights of recovery against Landlord and Landlord's officers, directors, employees, agents and representatives and insurance companies for any loss or damage to Tenant's properties or interest to the extent such loss or damage is insured against or required to be insured against pursuant to the terms of this Lease.

ARTICLE XIV Environmental Matters

14.1 For purposes of this Article XIV, the following terms shall have the following meanings:

(a) "Claim" shall mean and include any demand, cause of action, proceeding (whether at law or in equity), or suit for (i) damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, or (ii) the costs of its investigations, feasibility studies, information requests, health or risk assessments, or (iii) removal or remedial actions as defined in CERCLA, and enforcing insurance, contribution or indemnification agreements.

(b) "Environmental Laws" shall mean and include all federal, state and local environmental, health, safety, contamination and clean-up laws, ordinances, regulations and rules now or hereafter enacted.

(c) "Hazardous Substance" shall mean and include any toxic or hazardous waste, pollutants, or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as: "hazardous substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. SS9601 et seq., and in regulations promulgated thereunder; "toxic chemicals" in the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. S11001 et seq., and in regulations promulgated thereunder; "hazardous wastes" in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. S6901 et seq., and in regulations promulgated thereunder; any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. S2601 et seq., any "toxic pollutant": under the Clean Water Act, as amended, 33 U.S.C. S1251 et seq. and in regulations promulgated thereunder; any "hazardous air pollutant"; under the Clean Air Act, as amended, 42 U.S.C. S7401 et seq.

and in regulations promulgated thereunder; and any hazardous or toxic substance or pollutant regulated under any other applicable federal, state or local Environmental Laws.

(d) "Manage" shall mean to generate, manufacture, process, store, use, re-use, treat, refine, recycle, reclaim, blend or burn for energy recover, incinerate, accumulate, transport, transfer, dispose of or abandon Hazardous Substances.

(e) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, injecting, escaping, dumping or disposing of Hazardous Substances into the environment.

(f) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to give best efforts to comply with present and future statutes to correct, remove, remediate, cleanup, prevent, monitor, investigate or abate the Release of a Hazardous Substance.

14.2 During the term of this Lease, Tenant hereby covenants and agrees that: (i) it shall at its sole cost and expense comply with all Environmental Laws; (ii) it shall not conduct or authorize the Management of any Hazardous Substances on the Leased Premises, including but not limited to installation of any underground storage tanks without the prior written consent of Landlord first had and obtained; (iii) it shall not dispose of Hazardous Substances in any dumpsters that may be provided by Landlord for Tenant's use; (iv) it shall not take any action that would subject the Leased Premises and or the Premises or any part thereof to permit requirements under RCRA for storage, treatment or disposal of Hazardous Substances; (v) it shall not discharge Hazardous Substances into any drains or sewers; and (vi) it shall not cause, permit or allow the Release of any Hazardous Substances on, to or from the Premises and/or the Leased Premises.

14.3 (a) During the term of this Lease, Tenant shall promptly furnish Landlord with copies of all summons, notices, citations, claims, complaints, investigations and letters of any kind received from any federal, state or local agency or authority, or from any other entity or individual regarding (i) any Release of a Hazardous Substance, on, to or from the Leased Premises and/or the Premises; (ii) the imposition of any lien on the Premises and/or the Leased Premises; and (iii) any alleged violation of or liability under any Environmental Law.

(b) With reasonable cause, Landlord and its employees and agents shall have the right to enter the Leased Premises and/or to conduct appropriate inspections or tests in order to determine Tenant's compliance with Environmental Laws. Upon Landlord's request, Tenant shall furnish Landlord with copies of any and all reports, tests, contracts, permits and the like to evidence Tenant's compliance with all Environmental Laws. If Tenant's Management of Hazardous Substances at the Leased Premises and/or the Premises gives rise to liability or to Claim under any Environmental Law or creates a nuisance, Tenant shall promptly respond at its sole cost and expense.

14.4 Tenant shall indemnify, defend and hold harmless, Landlord, any managing agents and leasing agents of the Leased Premises and the Premises, and their respective agents, partners, officers, directors and employees of and from any and all loss, cost, expense and attorney's fees arising from or relating to any breach by Tenant of any of its warranties, representations, covenants, undertakings and/or agreements in this Article XIV. Tenant's obligations hereunder shall survive the termination or expiration of this Lease. Failure of Tenant to comply with the warranties, representations, covenants, undertakings and agreements set forth in this Article XIV, shall at Landlord's option constitute a default under this Lease.

ARTICLE XV Landlord's Right to Mortgage and Sell

15.1 At the request of Landlord, the Tenant shall execute a subordination and attornment agreement pursuant to which Tenant shall declare that its rights hereunder are subject and subordinate to any mortgage or trust deed creating a mortgage lien which may from time-to-time be placed upon the Premises, if the mortgagee or trustee named in said mortgage or trust deed shall agree not to disturb Tenant's leasehold in the event of foreclosure provided Tenant is not then in default hereunder. Tenant shall execute and deliver such subordination and attornment agreements customarily used by the Landlord's mortgage lender.

15.2 Tenant agrees at any time, and from time-to-time during the Full Term, upon request of Landlord or the holder of any mortgage or other instrument of security given by Landlord, to execute, acknowledge, and deliver to Landlord, or to the holder of such instrument, a statement in writing certifying that this Lease has not been modified and is in full force and effect (or if there have been modifications, that the same are in full force and effect and stating such modifications); that there are no defaults hereunder by Landlord, if such is the fact; the dates to which the Minimum Rent and other charges have been paid; and such other matters as shall be usual and customary of the requesting party, it being intended that any such statement so delivered may be relied upon by the holder of any such mortgage or other instrument of security or any authorized assignee of Landlord.

15.3 Tenant further agrees at any time and from time-to-time, to acknowledge notice of the assignment of this Lease by Landlord to its mortgagee or to any other person or entity. From and after the date on which Landlord assigns its interest under this Lease other than for collateral purposes, Tenant shall attorn to Landlord's assignee and Landlord shall thereafter be relieved of all further obligations hereunder, if any, whether such obligations accrued before or after the effective date of Landlord's assignment. No obligation of Landlord existing as of the effective date of such assignment shall be binding upon Landlord's assignee.

ARTICLE XVI
Eminent Domain

16.1 If the entire Leased Premises is taken under the power of eminent domain, this Lease shall terminate on the date Tenant is deprived of possession pursuant to such taking.

16.2 If under the power of eminent domain fifty percent (50%) or more of all of the Leased Premises is taken by one or more takings, then Tenant may terminate this Lease by giving Landlord not less than thirty (30) days notice thereof at any time after the date of such taking and before the expiration of ninety (90) days from the date possession of such portion of the Leased Premises so taken is required to be given to the authority exercising such power of eminent domain.

16.3 In the event of any partial taking of the Leased Premises and provided that Tenant has not terminated this Lease as provided in Article 16.2 hereof, rents and other charges payable by Tenant hereunder shall not be reduced provided, however, that any award received by Landlord after payment of all expenses of Landlord shall be used to restore the remaining portions of the Leased Premises.

16.4 For the purpose of this Article XVI, a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

16.5 Landlord shall be entitled to the award for the taking of the fee under the power of eminent domain and Tenant shall have claim for loss of its leasehold interest only to the extent of Tenant's cost of leasehold improvements. Tenant shall be entitled to make claim against the condemning authority (but not against Landlord) and receive compensation for any loss for which compensation is awarded pursuant to the laws of the State of Illinois, but in no event shall said claim result in a reduction of or offset against any award claimed by Landlord.

ARTICLE XVII
Inspection

17.1 Landlord has the right but is under no obligation to inspect the premises at any time.

17.2 In the event that an inspection indicates that Tenant has failed to make any repairs or to perform any maintenance required to be made by it hereunder, Landlord shall serve notice upon tenant to make such repairs or to perform such maintenance and shall afford Tenant a reasonable time thereafter to comply with said notice. If, however, Tenant fails to comply with the said notice within a reasonable time after receipt thereof, Landlord may make such repairs or perform such maintenance at Tenant's expense.

17.3 In the event that Landlord shall expend monies to make any repairs or to perform any maintenance required to be made by Tenant hereunder, all such expenditures shall be and become immediately payable by Tenant as additional rent hereunder.

ARTICLE XVIII Surrender

18.1 One month prior to the expiration or other termination of this Lease, Landlord shall notify Tenant of the condition that the Landlord wants the Leased Premises left in. The Landlord has the right to demand that the Leased Premises be left: i) in an "as is" condition or ii) Tenant will return the space in the condition that the space was in when the Landlord turned it over to the Tenant. This means all the kitchen equipment will be removed except for the hood and grease trap. If Tenant removed the drop ceiling in the dining area, Tenant will replace it upon termination of the Lease and whatever Tenant does to the restrooms will remain upon termination. If Tenant fails to do one of the above as Landlord directs, Landlord may cause all of said property to be removed at the expense of Tenant and Tenant hereby agrees to pay all costs and expenses thereby incurred. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. All of the above as directed by Landlord must be performed by Tenant prior to the expiration of the Lease.

18.2 If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the Lease term, the Tenant shall be deemed the Tenant of the Leased Premises at a rental per day equal to one-fifteenth (1/15) of the monthly base rent and one-fifteenth (1/15) of the monthly pass thrus, which would be payable hereunder as if the hold-over period was a new extended term and subject to all other terms and conditions hereof. The acceptance of rent under the provisions of this Article XVIII shall not, however, be construed as a waiver by Landlord of any rights to re-entry as set forth in the Lease. Notwithstanding anything above to the contrary, upon the expiration or termination of this Lease Tenant shall quit and surrender to Landlord the Leased Premises.

ARTICLE XIX Address for Notice and Rental Payments

19.1 Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served by either party to this lease when made in writing, served personally by delivery or when deposited in the U.S. mails, certified or registered mail, addressed as follows:

Landlord: 311 NORTH SECOND STREET PARTNERSHIP
c/o Terry F. Grove
311 North Second Street, Suite 304
St. Charles, Illinois 60174
(630) 377-9150

Tenant: Kalpataru Ventures LLC
An Illinois limited liability company
d/b/a Progressive Indian Kitchen

Telephone: [REDACTED]
Email: kventures.ms@gmail.com

Guarantors: Maulik Kholakiya

Address: [REDACTED]
Telephone: [REDACTED]
Email: *kventures.ms@gmail.com*

Dhara Patel

Address: [REDACTED]
Telephone: [REDACTED]
Email: *kventures.ms@gmail.com*

All rental payments shall be made payable to Landlord. The addresses may be changed from time-to-time and at any time by either party by serving notices as above provided.

ARTICLE XX Common Areas

20.1 The term "Common Area" is defined for all purposes of this Lease as that part of the Shopping Center intended for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center) parking area, landscaping, roof, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like, but excluding space in buildings (now or hereafter existing) designed for rental for commercial purposes, as the same may exist from time-to-time, and further excluding streets and alleys maintained by a public authority. Landlord reserves the right to change from time-to-time the dimensions and location of the Common Area, as well as the dimensions, identity and type of any buildings in the Shopping Center. Tenant, and its employees and customers, and, when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the non-exclusive right to use the Common Area as constituted from time-to-time, such use to be in common with Landlord, other tenants to the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time-to-time prescribe, including the designation of specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. Tenant shall not solicit business within the Common Area or take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as

may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

20.2 Landlord may from time-to-time substitute for any parking area other areas reasonably accessible to the tenants of the Shopping Center.

20.3 Landlord shall be responsible for the operation, management, and maintenance of the Common Area, the manner of maintenance and the expenditures therefore to be in the sole discretion of Landlord.

ARTICLE XXI Waiver; Remedies Cumulative

21.1 No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a non-observance on any other occasion of such covenant or condition or any other covenant or condition, nor shall the acceptance of rent by Landlord at any time when Tenant is in default hereunder be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default.

21.2 The rights and remedies of Landlord under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Landlord from exercise or use of any other right or remedy provided herein or provided by law.

ARTICLE XXII Governing Law

22.1 The terms of this Lease have been negotiated, and this Lease executed, in the State of Illinois and shall be interpreted in accordance with the laws of the State of Illinois.

ARTICLE XXIII Landlord's Performance of Tenant Obligations

23.1 In the event that (i) there shall be an emergency affecting the Leased Premises for which Tenant is responsible, or (ii) Tenant shall fail to pay or perform any monies required to be paid or obligations required to be performed (collectively, "Tenant's Obligations"), and any applicable grace period has elapsed, Landlord shall have the right but not the obligation to pay or perform Tenant's Obligations. Tenant agrees to reimburse Landlord for the amount expended within thirty (30) days after notice of the amount due. If the aforesaid amount is not paid within such thirty (30) day period, Tenant shall in addition pay any and all verifiable expenses incurred by Landlord. Such payment or performance by Landlord shall not be deemed a cure of all or any part of Tenant's default.

XXIV ARTICLE
Interpretation

24.1 All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

ARTICLE XXV
Entire Agreement

25.1 All negotiations, considerations, representations and understandings between the parties are merged herein and may be modified or altered only by an agreement in writing between the parties hereto.

ARTICLE XXVI
Captions

26.1 The headings of the several articles contained herein are for convenience of reference only and do not define, limit or construe the contents of such articles.

ARTICLE XXVII
Time of Essence

27.1 Time is of the essence with respect to the payment and performance of all sums required to be paid and covenants to be performed hereunder by Tenant.

ARTICLE XXVIII
Binding Effect; Exculpation

28.1 This Lease shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns and personal representatives.

28.2 It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of the Landlord while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Landlord are nevertheless each and every one of them, made and intended not as personal warranties,

indemnifies, representation, covenants, undertakings and agreements by the Landlord or for the purpose or with the intention of binding said Landlord personally but are made and intended for the purpose of binding only the Shopping Center, and this instrument is executed and delivered by Landlord solely in the capacity referred to herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Landlord (or, if any successor Landlord is a trust, against the trust beneficiary), on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Landlord in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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

LANDLORD:
311 NORTH SECOND STREET PARTNERSHIP

By: 
Terry F. Grove

TENANT:
Kalpataru Ventures LLC

By: Maulik Kholakiya 
Title: OWNER - MANAGER

INDIVIDUAL GUARANTORS:

Maulik Kholakiya

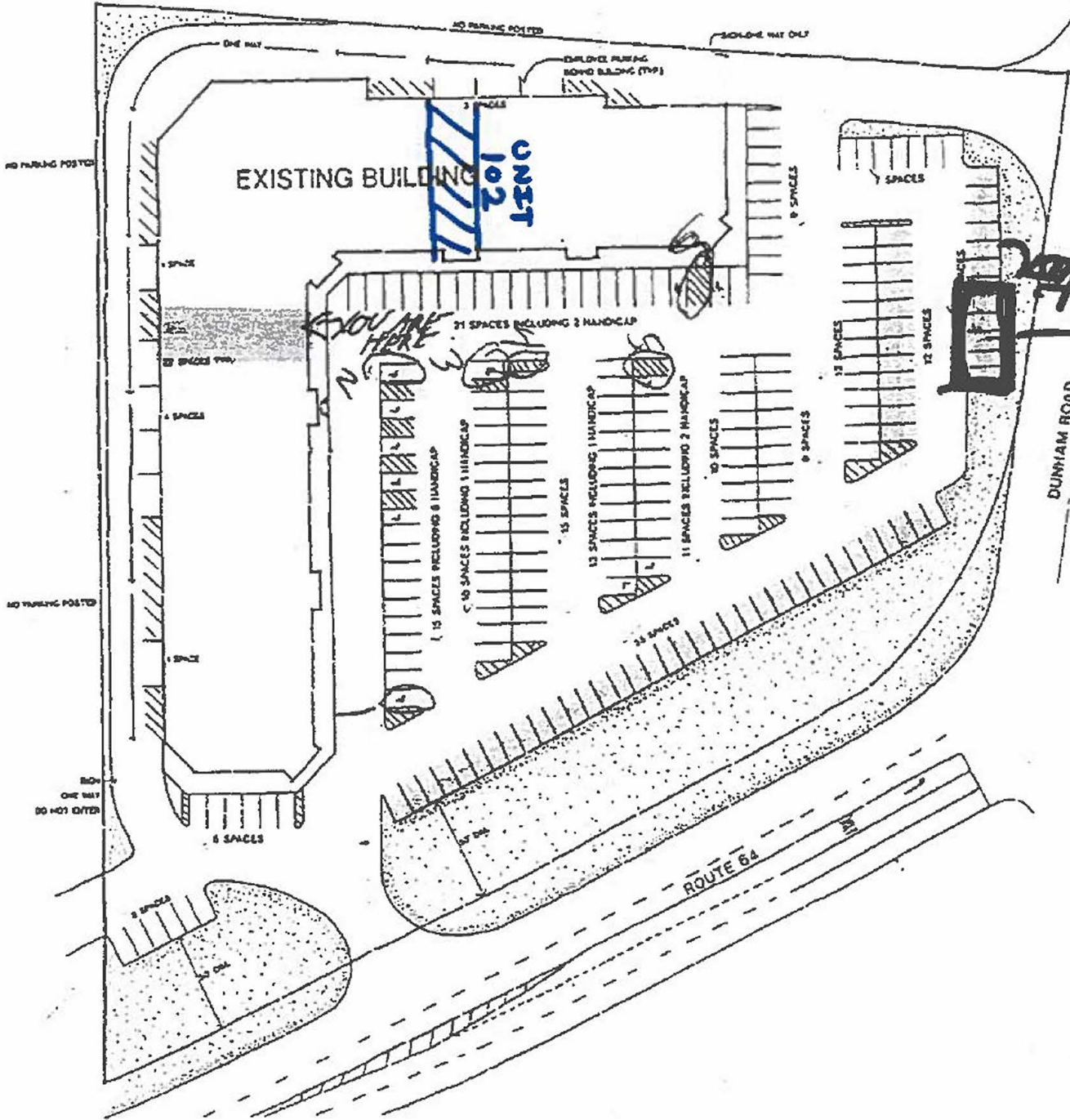
signature

Dhara Patel

signature

IF YOU ARE GOING TO LEAVE YOUR VEHICLE OVERNIGHT IN OUR LOT OVERNIGHT YOU MUST PARK IN SPACES HIGHLIGHTED IN ORANGE OR YOUR CAR WILL BE TOWED

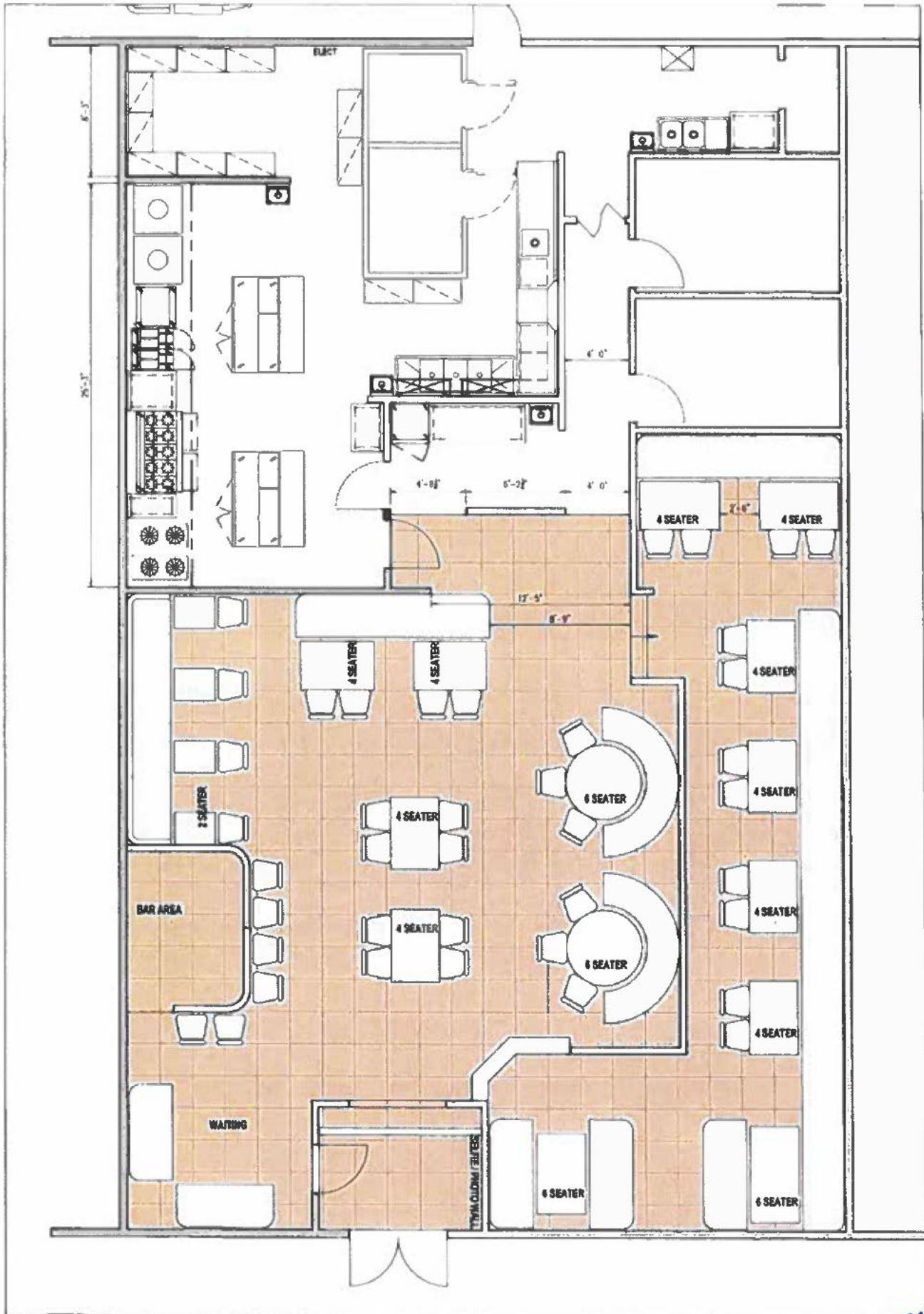
Copy



Temporary construction storage

APR 11 2018
Handicap spaces
needed to conform 02/10/18

| |
|---------------|
| PARKING SPAC |
| HANDICAP SPAC |
| EMPLOYEE PAI |
| TOTAL |





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | |
|---|--|---|--|-------------------------------------|--|
| PRODUCER Insurance World Agency Inc 1323 Ogden Ave Downers Grove IL 60515 | | CONTACT NAME: ANIL SHARMA PHONE (A/C, No, Ext): 630.654.6067 E-MAIL ADDRESS: INFO@IWAINSURANCE.COM | | FAX (A/C, No): (630)654-6069 | |
| INSURED Kalpataru Ventures LLC 2400 E Main Street, Suite 102 Saint Charles IL 60174 | | INSURER(S) AFFORDING COVERAGE INSURER A : USLI INSURANCE | | NAIC # | |
| | | INSURER B : | | | |
| | | INSURER C : | | | |
| | | INSURER D : | | | |
| | | INSURER E : | | | |
| | | INSURER F : | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|---|--------------------------|---------------|-------------------------|-------------------------|---|------------------|-----------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | EACH OCCURRENCE | \$ | |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | |
| | | | | | | MED EXP (Any one person) | \$ | |
| | | | | | | PERSONAL & ADV INJURY | \$ | |
| | | | | | | GENERAL AGGREGATE | \$ | |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ | |
| | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | | | | | | BODILY INJURY (Per person) | \$ | |
| | | | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE | \$ | |
| | | | | | | AGGREGATE | \$ | |
| | | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | PER STATUTE | OTH ER | |
| | | | | | | E L EACH ACCIDENT | \$ | |
| | | | | | | E L DISEASE - EA EMPLOYEE | \$ | |
| | | | | | | E L DISEASE - POLICY LIMIT | \$ | |
| A | LIQUOR LIABILITY | X | X | 42020321ABT | 12/03/2024 | 12/03/2025 | LIQUOR LIABILITY | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City of St. Charles 2 Main St. St. Charles, IL 60174 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

Fax: ACORD 25 (2018/03)

Email:

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Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 13898936

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

Filing Fee: \$150

Approved By: SNK

FILED

OCT 24 2023

**Alexi Giannoulias
Secretary of State**

1. **Limited Liability Company Name:** KALPATARU VENTURES, LLC

2. **Address of Principal Place of Business where records of the company will be kept:**
[REDACTED]

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

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

MAULIK KHOLAKIYA
[REDACTED]

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:**

KHOLAKIYA, MAULIK K
[REDACTED]

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: OCTOBER 24, 2023

MAULIK KHOLAKIYA
[REDACTED]

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

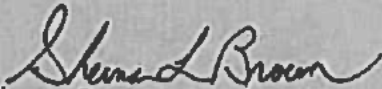
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ServSafe
National Restaurant Association

ID # 292399170
CARD # 20065461

ServSafe Alcohol® CERTIFICATE

MAULIK KHOLARAYA

NAME

11/24/2024

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

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NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

In Alaska you must laminate your card for it to be valid.

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Concept: Progressive Indian Cuisine

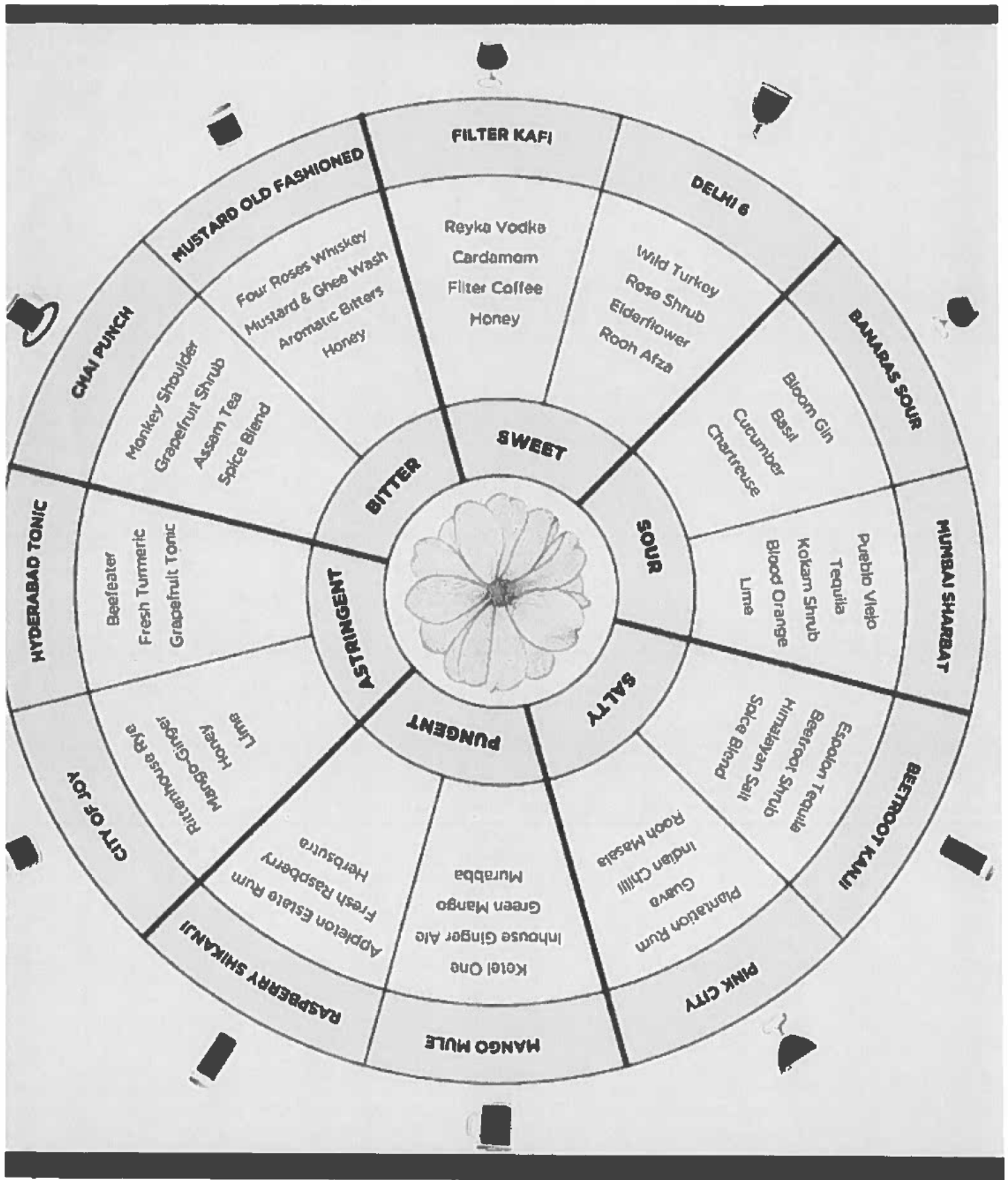
Hours of Operation: 11:30am to 11:30 pm

No Outdoor Seating planned.

| | | |
|--------------|----------------|---|
| Small Plates | Vegetarian | <ul style="list-style-type: none">• Puchka Shots• Palak Chaat• Tempura Bhindi• Veg. Kebob• Gobi Musallam w/ Lemon Tart Gravy or Yuzu Labneh Sauce• Paneer Tikka• Cheese Khulcha W/ Chatney Trio Rotational... <ul style="list-style-type: none">• Tacos Trio Paneer, Cauliflower, Pulled Lamb On BOA• Millions Layer Potatoes w/ Garlic Rasa |
| | Non Vegetarian | <ul style="list-style-type: none">• Sheekh Kebob• Shami Kebob• Galawati Kebob• Chicken Tangdi Kebob• Ghee Roast Lamb Chop• Ghee Roast Chicken Tikka• Prawn Pepper Masaala• Malai Chicken Tikka |
| Large Plates | Vegetarian | <ul style="list-style-type: none">• Paneer Pasanda (SG w/ Javantri)• Bhuna Masala Vegetables• Paneer Makhani (Tomato Makhani Gravy)• Paneer (tikka) Masaala (SG+White Panner Slab grilled)• Nargisi Kofta (mix of OC w/ Tomato Puree w/ Baadiya Tadka)• Methi Malai Matar (Onion-Cashew Gravy)• Paneer Lababdar (BM + SG mix w/ Yogurt)• Bhindi do Pyaza (BM w/ Kadai Masaala)• Palak Con Burrata, a portion of Burrata on Bed of Spinach Mint Gravy topped with Tempered Garlic. Rotating <ul style="list-style-type: none">• Paneer Bhuna Masaala• Paneer Hydraabadi (BM + Spinach-Mint Gravy w/ Yogurt)• Veg Kolhapuri• Dum Aaloo- Cream cheese, Jalapeno cranberry-toasted cashew pieces stuffed aaloo with onion-tomato gravy. |

| | | |
|---------------|----------------|--|
| | Non Vegetarian | <ul style="list-style-type: none"> • Chicken Makhan Malai • Chicken Tikka Masaala • Nalli Nihari • Aachari Chicken Masala • Lobster Tail W/ Tikka Gravy • Chicken Kadai • Mutton Masala |
| Classics | | <ul style="list-style-type: none"> • Dal Dungan • Kaali Daal • Quintessence of Five Lentils • Parda Biryani Veg./Lamb/Chicken |
| Breads | | <ul style="list-style-type: none"> • Chapati • Tandoori Roti • Garlic Naan • Naan Morita • Naan Cheese • Laccha Paratha |
| Sides | | <ul style="list-style-type: none"> • Aromatic Rice • Jeera Rice • Lachha Onion n Chilies • Frayums W/ Chatneys • Papadum W/ Chatneys (Thetcha, Tamrind, Green) • |
| Dessert | | <ul style="list-style-type: none"> • Gulabi Rabri Cake (Pink Rabri Tiramisu) • Kold Cocoa w/ Vanilla • Jamun Mawa Rabri (Kala Jamun with Rabri) • Mango Malai Sago • Kasaata Slice (Creamery) |
| • | | |
| Daru n Chakna | | <ul style="list-style-type: none"> • Peanut Chaat • Masala Papad • Masala Peanuts |
| | | <ul style="list-style-type: none"> • Kesar Kasturi • Ruhafza Crème Talli |

DRINKS MENU





Need to be fingerprinted?
Please contact the
St. Charles Police Department
for an appointment: 630-377-4435
1515 W. Main Street

Receipt

Date: December 11, 2024

| Payment Method | Check No. | Received From |
|----------------|-----------|--------------------------------|
| Check | 9862 | Kalpataru Ventures LLC, Maulik |

| Qty | Cost | Description | Account Code | Fee |
|--------------|---------|--|--------------|-----------------|
| | | Liquor License Class A - Packaged | 100999-42100 | \$ - |
| | | Liquor License Class B - Restaurants | 100999-42101 | \$ - |
| | | Liquor License Class C - Tavern/Bar | 100999-42102 | \$ - |
| | | Liquor License Class D - Specific | 100999-42103 | \$ - |
| | | Liquor License Class E - Temporary | 100999-42104 | \$ - |
| | | Liquor Violations Fee | 100999-42290 | \$ - |
| | | Massage Establishment License Fee/Renew | 100999-42205 | \$ - |
| | | Loudspeaker License | 100999-42210 | \$ - |
| | | Towing License | 100999-42202 | \$ - |
| | | Scavenger/Refuse License | 100999-42203 | \$ - |
| | | Bowling Alley License | 100999-42204 | \$ - |
| | | Billiard License | 100999-42206 | \$ - |
| | | Carnival License/Fees | 100999-42210 | \$ - |
| | | Coin-Operated Amusement | 100999-42220 | \$ - |
| | | Cigarette | 100999-42230 | \$ - |
| | | Cigarette OTC | 100999-42231 | \$ - |
| | | Theater License | 100999-42240 | \$ - |
| 1 | \$50.00 | Fingerprint Fee (\$50 per person) | 100999-46207 | \$ 50.00 |
| | | Legal Fees | 100120-54110 | \$ - |
| | | Miscellaneous Revenue/Legal Fees | 100999-46299 | \$ - |
| | | Liquor License Late Fee | 100999-45205 | \$ - |
| | | Tobacco/Massage Violations | 100999-42290 | \$ - |
| | | Video Gaming Devices/License | 100999-42225 | \$ - |
| Total | | | | \$ 50.00 |

Thank you for your business!



Receipt

Date: December 11, 2024


Need to be fingerprinted?
Please contact the St. Charles Police Department
for an appointment: 630-377-4435
1515 W. Main St.

| Payment Method | Check No. | Received From |
|----------------|-----------|------------------------|
| Check | 9859 | Kalpataru Ventures LLC |

Liquor License Application Fee: Class B

| Qty | Cost | Description | Account Code | Fee |
|--------------|----------|--|--------------|------------------|
| | | Liquor License Class A - Packaged | 100999-42100 | \$ - |
| 1.00 | \$200.00 | Liquor License Class B - Restaurants | 100999-42101 | \$ 200.00 |
| | | Liquor License Class C - Tavern/Bar | 100999-42102 | \$ - |
| | | Liquor License Class D - Specific | 100999-42103 | \$ - |
| | | Liquor License Class E - Temporary | 100999-42104 | \$ - |
| | | Liquor License Class F - BYOB | 100999-42105 | \$ - |
| | | Liquor Violations Fee | 100999-42290 | \$ - |
| | | Massage Establishment License Fee/Renew | 100999-42205 | \$ - |
| | | Loudspeaker License | 100999-42210 | \$ - |
| | | Towing License | 100999-42202 | \$ - |
| | | Scavenger/Refuse License | 100999-42203 | \$ - |
| | | Bowling Alley License | 100999-42204 | \$ - |
| | | Billiard License | 100999-42206 | \$ - |
| | | Carnival License/Fees | 100999-42210 | \$ - |
| | | Coin-Operated Amusement | 100999-42220 | \$ - |
| | | Cigarette | 100999-42230 | \$ - |
| | | Cigarette OTC | 100999-42231 | \$ - |
| | | Theater License | 100999-42240 | \$ - |
| | | Fingerprint Fee (\$50 per person) | 100999-46207 | \$ - |
| | | Legal Fees | 100120-54110 | \$ - |
| | | Miscellaneous Revenue/Legal Fees | 100999-46299 | \$ - |
| | | Liquor License Late Fee | 100999-45205 | \$ - |
| | | Tobacco/Massage Violations | 100999-42290 | \$ - |
| | | Video Gaming Devices/License | 100999-42225 | \$ - |
| Total | | | | \$ 200.00 |

Thank you for your business!

| | | | |
|--|--------------------------------------|---|---|
|  <p>CITY OF ST. CHARLES ILLINOIS • 1834</p> | AGENDA ITEM EXECUTIVE SUMMARY | | Agenda Item number: 7 |
| | Title: | Recommendation to approve a Proposal for a Massage License Application for SBWD Inc., dba Spa Bleu, located at 116 W. Main St., St. Charles | |
| | Presenter: | Deputy Chief Majewski | |
| Meeting: Liquor Control Commission | | Date: January 21, 2025 | |
| Proposed Cost: | | Budgeted Amount: \$ | Not Budgeted: <input type="checkbox"/> |
| TIF District: Choose an item. | | | |
| Executive Summary (if not budgeted, please explain): | | | |
| <p>SBWD Inc., dba Spa Bleu, located at 116 W. Main St., St. Charles, is requesting approval of a Massage license application for their business.</p> | | | |
| Attachments (please list): | | | |
| Liquor License, Memo | | | |
| Recommendation/Suggested Action (briefly explain): | | | |
| Recommendation to approve a proposal for a Massage License application for SBWD Inc., dba Spa Bleu, located at 116 W. Main St., St. Charles | | | |



Memo

Date: 1/15/2025
To: Lora Vitek, Mayor-Liquor Commissioner
From: Eric Majewski, Deputy Chief of Police
Re: Background Investigation- SBWD Inc., dba Spa Bleu, 116 W. Main St., St. Charles
(Massage License)

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above-mentioned establishment.

Spa Bleu is located at 116 W. Main St, just east of the corner of 2nd and W. Main St. The owner, Richard Coakley, is in the process of making renovations and intends to open sometime after March 1st. Spa Bleu will offer hair services, nail services, skincare services, associated retail products and massages.

The site location/floor plans and the corresponding application materials were reviewed by my staff. We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with an on-site consumption license, subject to City Council approval.

Please see the application material, floorplan and business-plan for further details.

MASSAGE APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Richard J. Coakley

BUSINESS: SBWD Inc. (DBA: Spa Bleu)

ADDRESS: 116 W. Main St., St. Charles, IL 60174

| | REQUESTED | COMPLETED |
|---|-----------|-----------|
| APPLICATION | _____ | X |
| BUSINESS PLAN/FLOOR PLAN/MASSAGE OPTIONS | _____ | TBD |
| LEASE (OR LETTER OF INTENT) | _____ | X |
| MASSAGE THERAPY LICENSE(S) | _____ | TBD |
| FINGERPRINTS (<u>ALL</u> MANAGERS) | _____ | X* |
| CERTIFICATE OF INSURANCE | _____ | X |
| TLO/INTERNET SEARCH | _____ | X |
| I-CLEAR/AEGIS LINK/NEW WORLD/CIRCUIT CLERK | _____ | X |
| CERTIFICATE OF NATURALIZATION (IF APPLICABLE) | _____ | N/A |
| POLICE RECORDS CHECK | _____ | X |
| APPLICANT'S HOMETOWN RESIDENCY LETTER | _____ | X |
| IDFPR CHECK | _____ | TBD |
| SITE VISIT/MASSAGE INSPECTION REPORT | _____ | TBD |

* COMMENTS: The floor plan and the massage therapist information is still needed. A site visit will be completed at a future date. *Only the main manager, Tammy Coakley, was fingerprinted.

INVESTIGATOR ASSIGNED: Det. Sgt. Vicicondi #368

SUPERVISOR REVIEW: Cmdr. Lamela #34 [REDACTED]



Memo

Date: 01/15/2025 [REDACTED] * 017
To: Deputy Chief Eric Majewski #317
From: Commander Drew Lamela #340
Re: Addendum / Massage Establishment License – Spa Blue

On 01/15/2025, I spoke with the applicant, Richard Coakley regarding his application for a Massage Establishment License. Richard stated that he and his wife, Tammy, do not possess Massage Therapist licenses. Richard advised that he and his wife would be hiring licensed massage therapists or would be transferring licensed massage therapists from one of their other locations to the St. Charles business.

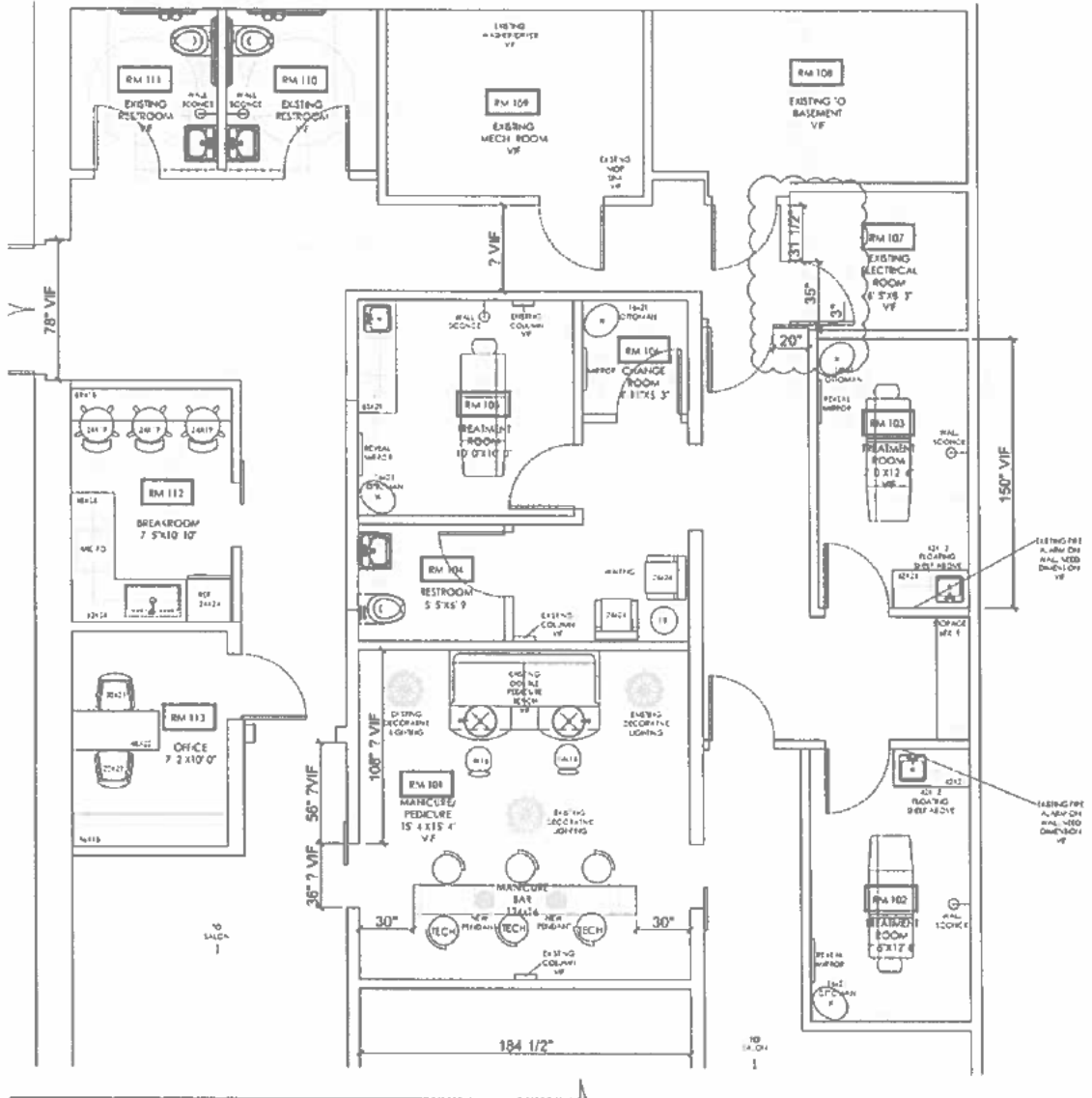
Richard stated that he and Tammy would be making some renovations and provided me with a tentative floor plan for the business. Richard stated that he does not plan on opening the business until sometime after March 1st, 2025.

- Attached is a copy of the tentative floor plan

This concludes this memo.

Commander Drew Lamela #340
[REDACTED]





FLOOR PLAN A

CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



DEPARTMENT: MAYOR'S OFFICE

PHONE: 630.377.4422

MESSAGE ESTABLISHMENT LICENSE APPLICATION
NON-REFUNDABLE

Annual License Application Fee: \$250.00 Fingerprint Fee: \$50.00 (if new owner)

Application must be completed in full and notarized before it will be accepted.

All fees must be paid at the time the application is submitted and a current certificate of insurance must be included with this application.

NOTE: Applicant must be fingerprinted by the St. Charles Police Department and must provide two passport-size photographs (2 x 2 inches, head and shoulders area, facing forward) with this application.

1. New License Application Renewal Application

2. Please select the option that best describes your business:

Corporation

Partnership

Individual

3. Business Name: SBWD Inc Sales Tax#: 85-2482572

Business Address: 116 W Main St, St. Charles Business Phone: 847-343-3714

4. Name of Applicant: Richard Coakley Home Phone: [REDACTED]

Home Address: [REDACTED] City/Zip: [REDACTED]

Email Address: tammy@spa-bleu.com Social Security #: [REDACTED] Date of Birth: [REDACTED]

Driver's License #: [REDACTED] Issuing State: IL

**Must include a photocopy of government issued identification card.

5. Have you ever been convicted of a criminal or ordinance violation? (other than minor traffic offences):

Yes

No

6. If yes, explain in detail:

7. Days/Hours of Operation: Monday-Friday 10-7 & Saturday 9-4

8. Will the business be supervised and conducted by a manager? Yes/No Yes

If no, please explain:

9. Name of Manager: Heather Hazlett Home Phone: [REDACTED]
Home Address: [REDACTED] City/Zip: [REDACTED]
Social Security #: [REDACTED] Date of birth: [REDACTED]

10. List as indicated previous three years' employment history:

Employer: Spa Bleu Phone: 847-343-3714

Address: 106 N Second St, West Dundee Occupation: COO

Dates of employment: From: 4/1/2004 To: Present

Employer: _____ Phone: _____

Address: _____ Occupation: _____

Dates of employment: From: _____ To: _____

Employer: _____ Phone: _____

Address: _____ Occupation: _____

Dates of employment: From: _____ To: _____

11. Has the manager ever been convicted of a criminal or ordinance violation (other than minor traffic offenses): Yes/No NO

If yes, explain in detail:

12. Will you operate by appointment only? Yes/No Yes

13. If you answered Yes to #12, will walk-ins be accepted? Yes/No Yes

14. License and/or permit history. List all prior Massage Licenses Permits and current status (use additional sheet if needed):

Issuing authority: West Dundee Status: active

Issuing authority: _____ Status: _____

15. Have you or any of your licensed massage therapists been sanctioned by the Illinois Department of Professional Regulation concerning your licensure? As a reminder and per Illinois law, all Massage Therapists practicing inside the State of Illinois must be licensed by State of Illinois. Out of state licenses are NOT valid in Illinois. Yes/No no

16. If any prior licenses/permits have been revoked/suspended, state the reason and disposition:

Reason: n/a Disposition: _____

Reason: _____ Disposition: _____

17. Describe the building and specific location within the building where the Massage business will be conducted:

****ATTACH A FLOOR LAYOUT/DIAGRAM OF THE BUSINESS****

Approx sq ft of principal business: 5000 Massage stations 1 Premises 250

18. Describe other activities or business conducted at this location:

Hair Services, Nail Services, Skincare Services, Massage, & Retail

19. List as indicated all massage therapists and employees. This list must be updated with the office of the Liquor Commissioner within 10 days of any employment change.

Name: Laura Pross Home phone: [REDACTED]

Address: [REDACTED] City/Zip: [REDACTED]

Position employed: Manager

State of Illinois Massage License Number: NA

Name: Heather Hazlett Home phone: 847-912-0001

Address: [Redacted] City/Zip: [Redacted]

Position employed: CEO

State of Illinois Massage License Number: n/A

Name: Diana Robinson Home phone: 847-514-1077

Address: [Redacted] City/Zip: [Redacted]

Position employed: General Manager

State of Illinois Massage License Number: n/A

Name: _____ Home phone: _____

Address: _____ City/Zip: _____

Position employed: _____

State of Illinois Massage License Number: _____

This Section for Corporate or Partnership Applications Only

1. List each officer, director or shareholder owning 20% or more stock or controlling interest of the corporation/partnership:

| Name | Address | Home Phone # | Date of Birth |
|------------------------|------------|--------------|---------------|
| <u>Richard Coakley</u> | [Redacted] | [Redacted] | [Redacted] |
| | | | |
| | | | |

2. Has any officer, manager, director or shareholder owning 20% or more of the stock of the corporation ever been convicted of a criminal or ordinance violation (other than minor traffic offenses)?

Yes No

3. If yes, explain in detail: n/A

Affidavit

City of St. Charles Massage Establishment License
Page 5

State of Illinois)
) SS
County of Kane)


I/We, the undersigned, being first duly sworn, say that I/we have read the foregoing application and that the statements therein are true, complete, and correct and are upon my/our personal knowledge and information and that I/we will not violate any of the ordinances of the City of St. Charles or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein.

Signature of Applicant _____

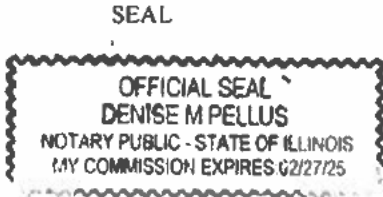

Signature of Applicant _____

I, Denise M. Pellus, a Notary Public in and for said county in the state aforesaid, do hereby certify that the applicant(s), appeared before me this day in person and acknowledged that he/she/they signed the foregoing application as his/her/their free and voluntary act for the use and purposes therein set forth.

Given under my hand and notarial seal this 24 day of November, 2024.



Notary Public





Memo

Date: 01/07/2025
To: Acting Chief Majewski #317 (via chain of command)
CC: Cmdr. Lamela #340 DL# 340 [REDACTED]
From: Det. Sgt. Vicicondi #368 [REDACTED]
Re: Massage Establishment License – Background Investigation for SBWD Inc. – DBA: Spa Bleu

IN SUMMARY:

The purpose of this memorandum is to outline steps taken during the background investigation for a massage establishment license application. This investigation was done based on the application submitted for a new massage establishment license, for the business SBWD Inc., DBA: Spa Bleu, located at 116 W. Main Street, St. Charles, IL 60174.

APPLICANT:

Coakley, Richard J.
[REDACTED]

Manager:

Coakley, Tammy M.
[REDACTED]

APPLICATION:

The application is complete, to include the hours of operation, a lease (attached copy not signed), and Evidence of Personal Property Insurance (Aggregate Limit \$2,000,000 / BI and PD Occurrence Limit \$1,000,000).



Richard J. Coakley:

On 12/16/24, I met with applicant Richard J. Coakley (DOB: [REDACTED] at the St. Charles Police Department (SCPD). The following is a summary of my interview with Richard and not verbatim:

Richard signed waivers to allow me to conduct this background investigation. Richard has lived at his current address [REDACTED] since September of 2023. Richard had lived at [REDACTED] from 2000 – 2023. Richard is a U.S. Citizen.

Richard indicated that there would be about 20-25 employees working at the business. Richard's wife, Tammy Coakley, and Heather Hazlett will be the main managers; there will also be three other managers.

Richard advised that they are in the process of deciding if there are going to be renovations. They plan to open the business in February or March of 2025. The business will have the same menu as what is on the Spa Bleu website. (Note: I later printed out the menu from the Spa Bleu website – see attached).

Richards owns two other businesses:

- Spa Bleu – 100 W. Higgins, Ste. F-80, South Barrington, IL
- Spa Bleu – 106 N. 2nd St., West Dundee, IL

I asked Richard if he or any of his businesses had any past violations and he said no. I asked Richard if he has ever been arrested and he said no. Richard provided me with his driver's license, which I photocopied (see attached).

Per my request, Richard emailed me a copy of the signed lease agreement (see attached). Richard also emailed me the list of his five managers:

- Heather Hazlett [REDACTED]
- Dianna Robinson [REDACTED]
- Laura Pruss [REDACTED]
- Aneta Kupiec [REDACTED]
- Tammy Coakley [REDACTED]

Richard had been fingerprinted on 12/12/24. The FBI response revealed no prior arrest data. The ISP Bureau of Identification response had a result of no record on file.

Utilizing TLOxp, I had a Comprehensive Report completed on Richard. Possible criminal records, bankruptcy records, liens, judgements, evictions, and global watch lists all had a result of none found. The report indicated that there was one property foreclosure. I reviewed the property foreclosure result (on page 48) and learned the following (in summary):

- Richard Coakley is listed as the defendant.
- Document Type: Lis Pendens
- Filing Date: 10/01/2010
- Court Case Number: 10-14990-CI

- Lis Pendens Type: Mortgage
- Address: [REDACTED]
- Property Indicator: Condominium

Utilizing TLOxp's Criminal and Traffic Offenses search, and their Real-time Incarcerations and Arrest search, I searched for Richard with negative results.

I conducted checks on Richard in New World, Aegis Link, and CLEAR; all three checks yielded negative results.

Utilizing the ILSOS.gov website's Business Entity Search, I conducted a check on Richard, which had the following result:

- File #: 72757467 | Entity Type: CORP (MST) | Entity Name: SBWD, INC. | Entity Status: Active | Registered Effective Date: 05-26-2020 | Registered Agent: Richard J. Coakley.
- Within the SBWD, INC. result, under Assumed Name it listed Spa Bleu of West Dundee (Status: Active).
- Within the File History, it listed four files (see attached).

Tammy M. Coakley:

On 12/17/24, I met with Tammy M. Coakley [REDACTED] at the SCPD. The following is a summary of my interview with Tammy and not verbatim:

Tammy signed waivers to allow me to conduct this background investigation. (On 12/18/24, I mailed and emailed Tammy photocopies of the required fingerprint forms).

Tammy confirmed that she lives at [REDACTED] (since Sept. of 2023). Tammy also confirmed that she had lived at [REDACTED], from 2000 – 2023. Tammy indicated that she was a U. S. Citizen.

Tammy indicated that she doesn't own any businesses. Tammy indicated that she's never been arrested.

Tammy advised that they have not hired a massage therapist for the St. Charles location yet.

I fingerprinted Tammy as a fee applicant. The FBI response revealed no prior arrest data. The ISP Bureau of Identification response had a result of no record on file.

Utilizing TLOxp, I had a Comprehensive Report completed on Tammy. It should be noted that when I searched for Tammy in TLOxp the result returned to Tammy M. Machione (presumed maiden name). The Comprehensive Report indicated that possible criminal records, liens, judgements, property foreclosures, evictions, and global watch lists all had a result of none found. The report indicated that there was one bankruptcy record. I reviewed the bankruptcy record (on page 7) and learned the following (in summary):

- Chapter: 7
- Case Number: 2381174

- Filing Date: 09/27/2023
- Discharge Date: 03/05/24
- Assets Available: N
- Notice Type: Discharge

Utilizing TLOxp's Criminal and Traffic Offenses search, and their Real-time Incarcerations and Arrest search, I searched for Tammy with negative results.

I conducted a check on Tammy in New World and CLEAR, which yielded negative results.

I conducted a check on Tammy in Aegis Link, which had one result. The result disclosed the following activity (twice):

- Date: 12/30/2010 | ORI: IL0450000 | Type: Civil Paper | Reference: 2011-00000059.

On 01/06/25, I spoke with Tammy on the telephone and learned the following information (in summary and not verbatim):

Tammy indicated that she does not own any businesses now, but she did own businesses in the past. She had owned Bleuroot (a restaurant in West Dundee) and Inspire Bleu (Cryo-Therapy in South Barrington). Bleuroot was sold a year before COVID (2019), and Inspire Bleu closed in 2020, due to financial issues. Tammy indicated that she had no violations at either business.

Utilizing Google, I located an address for each business:

- Inspire Bleu Beauty + Wellness – 100 W. Higgins Rd., Suite F-50, South Barrington, IL
- Bleuroot – 98 W. Main St. #2015, West Dundee, IL

Utilizing the Ilos.gov website's Business Entity Search, I conducted a check on Tammy, which had the following three results:

- File #: 63015938 | Entity Type: CORP (MST) | Entity Name: Hesperus Peak, Inc. | Entity Status: Dissolved | Registered Effective Date: 08-14-2003 | President: Tammy M Coakley [REDACTED]
 - Under Assumed Name, it lists Spa Bleu of South Barrington (Status Inactive).
- File#: 63142727 | Entity Type: CORP (MST) | Entity Name: Bleu' Spa, Inc. | Entity Status: Dissolved | Registered Effective Date: 10-03-2003 | President: Tammy Coakley (DI) [REDACTED]
 - Under Assumed Name, it lists Spa Bleu of West Dundee (Status Inactive).
- File#: 68709547 | Entity Type: CORP (MST) | Entity Name: RT-DRAC CORP. | Entity Status: Dissolved | Registered Effective Date: 09-18-2012 | President: Tammy M Coakley [REDACTED]

RECORDS CHECKS:

Records checks were completed during this investigation, with the following results (in summary):

Cook County Sheriff's Police Dept.: It was determined that the Cook County Sheriff's Police had no criminal contact with the requested individuals.

DuPage County Sheriff's Office: Richard had no contacts and Tammy had one speeding ticket (Speeding Over Statutory Limit 11-14 | 2000TR066890 | File Date: 05/09/2000).

Kane County Sheriff's Office: No record for either Richard or Tammy.

Huntley Police Dept.: No Huntley records found.

Carpentersville Police Dept.: In summary, the response indicated that between 10/25/2005 and 07/10/2023, Richard was issued nine parking tickets. The response also indicated that Tammy was issued a Warning for a Traffic Signal Violation on 08/24/2011.

South Barrington Police Dept.: "During our departmental search on the attached subjects, our records indicate COAKLEY, RICHARD has had no contact with the South Barrington Police Department. This includes both traffic and criminal offenses. Our records indicate COAKLEY, TAMMY has had the attached contacts with our department. I have also attached a list of all our incidents involving the business of Spa Bleu located at 100 W. Higgins Rd., Ste F-80, South Barrington, IL 60010."

Attached to the response were three incident reports and one case report:

- Incident: 2020-1497 | Incident Type: Alarm-Burglar | Disposition: False Alarm
- Incident: 2019-3896 | Incident Type: Alarm-Burglar | Disposition: 92 – Accidental Activation
- Incident: 2012-4402 | Incident Type: Suspicious Incident | Complainant: Coakley, Tammy M. | Disposition: 85 – Resolved / No Report
- Case Report: 2018-6247 | Customer Mgt Dispute: Per the report and in summary, the officer met with Spa Bleu manager Tammy Coakley and a customer (Kristin). Tammy and Kristin said that Kristin did not like the results of her hair. Tammy said that Kristin was yelling and making a scene. Tammy told Kirstin that she did not have to pay the \$91 bill, but she had to leave the spa. Kristin called Quadcom and asked for police officers to come assist. Kristin said she wanted to make sure that she would not be arrested for theft of services. The officer filled out a Notice of Trespass Warning for Kristin.
- List/Spreadsheet for Spa Bleu Incidents: The list consisted of alarms, suspicious incidents, assist FD, etc. (see attached for further). There was also a suspicious incident report and citizen assist report from 2023. I requested these reports, and later received them on 12/18/24 (see below).

- Case Report: 2023-3043 | Suspicious Person: In summary, the report documents a suspicious incident between an employee of Spa Bleu and a suspicious person.
- Case Report: 2023 – 1619 | Citizen Assist: In summary, the report documents an incident where a Spa Bleu customer's jacket was accidentally taken from the business.
- Incident: 2019-6837: After I became aware of Inspire Bleu, I conducted a records check on the business. The response had an Incident Report 2019-6837 attached to it, and the Records employee indicated that it was the only incident that she could locate. Per the Incident Report, the incident type was a Lock Out-Car/House.

West Dundee Police Dept.: The response indicated that Richard received a Speeding Citation (#68098, 11-08-04), and that Tammy had a Cellphone Use Driving violation (#95248, 05-23-18). The response also included five police reports, which have been summarized below:

- Case: 19-2781 | Theft: On 05/31/19, the manager reported that a suspect returned an item for cash, and it was determined that the suspect never bought the item in the first place.
- Case: 19-2756 | Unwanted Subject: On 05/30/19, Tammy Coakley reported that a client came into the business and started yelling about a social media post that employees had made - which she thought was about her. Tammy stated that the post had nothing to do with the client. The client caused a disturbance in the salon. Tammy stated that she does not want the client back at the salon in the future.
- Case: 11-0457 | Theft Over \$300: On 02/05/11, a customer reported that she went to the business for a facial. She placed her clothes and jewelry into a locker and locked it. When the customer returned to her locker and opened it, she discovered that a piece of her jewelry was missing. On 02/06/11, the customer reported that Spa Bleu Management called her this morning and advised they located her ring in the laundry bin mixed with the towels.
- Case: 07-2258 | Public Indecency: On 06/10/07, an employee reported that they observed a male customer masturbating inside the locker room. The employee got the manager, who informed the customer they were no longer able to service him.
- Case: 07-828 | Battery: On 03/06/07, an employee/masseuse reported that she was scheduled to provide a massage for a male subject. She took the subject to a private room and told him to disrobe and get under the sheet on the bed after she left the room. She reported that the subject attempted to expose himself to her by opening his robe while she was exiting the room. When she returned to the room, she detected an odor of alcoholic beverage on the subject's breath. The subject grabbed her by the arm and attempted to pull her into the bed with him. She left the room and informed her manager of the situation.
- After I became aware of Bleuroot, I conducted a records check on the business. On 01/07/24, I had email correspondence with Kevin Burke, Supervisor of Administrative Services – West Dundee PD. I learned the following information from Kevin (in summary):

- Kevin indicated that it looks like they opened in June of 2017. Kevin indicated that they have no liquor license violations.
- Kevin stated, “Does not appear to be somewhere that cultivated illegal activity – A couple of intoxicated subjects but no arrests – 1 Disturbance between 2017 and now (No Arrest or Report) No arrests at location”.
- Kevin also sent me an Incident Analysis Report Detail, which lists the incidents/calls for service (see attached).

Refer to all of the attached supporting documents, responses, and reports for further information.

FLOOR PLAN:

To be determined.

MASSAGE THERAPIST:

To be determined.

SITE VISIT:

To be determined.

I will complete a supplemental memo at a future date to cover the floor plan, massage therapist, and the site visit.

Respectfully Submitted,

A solid black rectangular redaction box covering the signature of the sender.

Det. Sgt. Vicicondi #368

LEASE

between

Spa Bleu, SBWD, Inc

and

DPC HOLDINGS, LLC- SERIES E MAIN STREET

Dated as of November 5th ,2024

For a Portion of

116 West Main Street

St. Charles, Illinois 60174

LEASE

THIS LEASE ("Lease") is entered into as of November 5th, 2024 by and between DPC Holdings, LLC- Series E Main Street, an Illinois series limited liability company ("Landlord"), Spa Bleu, SBWD, Inc ("Tenant"), under the following circumstances:

Recitals:

- A. Landlord is the owner of the commercial building commonly known as 116-122 West Main Street, St. Charles, IL 60174, (the "Building") and Tenant is desirous of leasing the easterly portion of the first floor (116 Main) located therein (the "Premises"), consisting of approximately 5286 square feet plus the basement portion of the building of approximately the same size but excluding the equipment rooms (consisting of the rooms containing the fire panel, water heaters, sump systems and room behind the boiler room housing the main plumbing lines) and freight elevator. Tenant shall have access to the freight elevator by contacting Dpc Properties and providing a 72 hour notice. Dpc Properties will operate the freight elevator, which will be used for moving items to the basement, only on weekdays between 9am-5pm. Under no circumstances will Tenant be allowed to operate the freight elevator. The fire door that separates the tenants space from the landlords equipment room, will be left unlocked. This will allow for egress to the outside in fire situations. Landlord shall be always allowed access to the fire panel room.
- B. Landlord and Tenant have entered into this Lease with respect to the Premises on the terms and conditions contained herein.

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

1. **Demise.** Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises as described in Recital A above during the Term (as hereinafter defined) on the terms and conditions contained herein. Tenant accepts the basement portion of the Premises in its "as is" condition, without representation or warranty by Landlord. Tenant acknowledges that the basement contains some wall leaks and may flood during flash flood situations all of which shall be deemed to not be the responsibility of the Landlord. Landlord however will be available to help with any flooding situations. Tenant may, on an occasional and by appointment only basis, contact the Landlord to operate the freight elevator.

2. **Term.** The term of this Lease shall commence on January 1st, 2025, the date this Lease is executed by the parties (the "Commencement Date") and continue until midnight of the seventh year anniversary of the Commencement Date, unless this Lease is terminated prior to that time in accordance with the provisions contained herein (the "Term").

3. **Rent.** On the Commencement Date Tenant shall pay to Landlord the monthly rent for the first month of the Lease in the amount of \$6,367.00.00 for each such month, and thereafter, for the first year of the Lease monthly rent in the amount of \$6367.00 (which includes real estate taxes and common area maintenance), with a like amount on or before the first day of each succeeding month (the "Rent"). In the event rent commences on a day other than the first day of the month the same shall be prorated for said month calculated on an assumed 30 day month. Monthly Rent for the second and each succeeding year shall be as follows:

| | |
|-------------|-----------|
| Year Two: | \$6494.00 |
| Year Three: | \$6624.00 |
| Year Four: | \$6757.00 |

Year Five: \$6892.00
Year Six: \$7030.00
Year Seven: \$7170.00

The Rent shall be paid by Tenant in equal monthly installments in advance on or before the first (1st) calendar day of each month. Tenant shall be given a grace period of five (5) days following the date upon which Rent is due, during which Tenant shall not be held delinquent in the payment of Rent due for the then current month. Failure to pay Rent by the expiration of such grace period shall, however, subject Tenant to a \$100.00 late fee and, in addition, all the consequences set forth herein for the non-payment or late payment of Rent.

4. **Security Deposit.** Tenant shall, upon execution of this Lease, deposit with Landlord the sum of \$6500.00 as security for the performance of terms and provisions of this Lease by Tenant, which shall be returned to Tenant within thirty (30) days after the expiration of the Term, unless otherwise required by law, provided Tenant has discharged its obligations to Landlord in full. The Security Deposit shall not be used to pay the last month's lease payment. In lieu of the Security Deposit Tenant shall have the option of depositing with Landlord an irrevocable letter of credit, in a form acceptable to Landlord, in the amount of the first year's Rent, said letter of credit to remain in effect for the entire Term of this Lease.

5. **Utilities and Taxes.** Real estate taxes for the building shall be included in the Rent. Tenant shall, at its sole expense, pay for its own utilities, including electricity, gas, water, telephone charges and internet connection, and provide its own custodial services. Landlord will bill tenant monthly for water and sewer. The water and sewer are on a sub-meter for this space. Landlord shall provide garbage service sufficient to handle the needs of the building in which the demised Premises is situated to be used by all tenants in such building. Landlord agrees that should the amount of garbage generated by the tenants in such building exceed the services afforded by the Landlord, that Landlord will increase said services to accommodate the businesses to facilitate a clean environment. In addition, Tenant shall be responsible for all overage and contamination charges from the contractor (generally resulting from not breaking down boxes, putting garbage and plastic bags in the recycle bin), which such charges will be documented to Tenant with a copy of the applicable billing statement and pictures documenting the violations. Tenant agrees that neither Landlord, nor any of its officers, commissioners, agents, consultants, contractors or employees, shall be liable for damage or injury to person, property or business or for loss or interruption of business, or for any other matter, in the event that there is any failure, delay or interruption in any utility or other service, or any diminution in the quality or quantity thereof, except to the extent that such damage is caused directly by Landlord's negligent acts or omissions. No such failure, delay, interruption or diminution shall be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises, in whole or in part, actual or constructive, entitle Tenant to any claim for set-off, abatement or reduction of Rent, or relieve Tenant from the performance of or affect any of Tenant's obligations under this Lease; provided, however, that in the event any such failure, delay, or interruption of such service shall cause the Premises to become uninhabitable by Tenant, or prevent Tenant from operating its business for a period in excess of 24 hours, then rent shall abate during the period beginning with the date the Premises became uninhabitable or Tenant was prevented from operating its business and ending on the date the Premises becomes habitable or Tenant is able to operate its business. Landlord shall use commercially reasonable efforts to minimize any such failure, delay, interruption or diminution.

6. **Maintenance and Repairs.** Tenant shall, at its sole expense, keep, maintain and repair in good, clean, fully operational, functional and safe condition during the Term of this Lease, the Premises leased by Tenant, including, without limitation, the following items: (i) the interior of the

Premises including, without limitation, regular janitorial cleaning ; (ii) all of Tenant's fixtures and appliances; (iii) maintenance and/or replacement of the heating, ventilating, air conditioning (HVAC system), and other mechanical systems, interior lights, bulbs (including replacement), trade fixtures and appliances, floor, ceilings, interior doors, locks, any security system (installed by Tenant), communication system, fire alarm monitoring system, electrical and plumbing from the interior wall to any fixture or appliance of Tenant, and all windows; (iv) maintenance, repair or replacement of all or any part of the Premises which is necessitated by the acts or omissions of Tenant, its agents, representatives, contractors, guests, invitees or persons under Tenant's control; and (v) non-structural maintenance, repair, replacement or improvements to the Premises required due to changes in applicable laws, codes and ordinances enacted after the date of this Lease and required due to the operation of Tenant's business. Landlord shall, at its sole expense, maintain and repair the following items as commercially reasonably necessary: (i) the roof, foundation, exterior walls, and other structural components of the Premises; (ii) the common areas outside the Premises, including the landscaping, snow removal for the rear parking lot and front sidewalk , and the exterior water and sewer lines unless any of the foregoing maintenance, repair or replacement is necessitated by the acts or omissions of Tenant.

If either party does not perform any of the foregoing maintenance, repairs or replacements required of such party, and such failure continues for fifteen (15) days after written notice thereof is given by the other party, then such party shall have the right, but not the obligation, to perform such maintenance, repairs or replacements and the party responsible for the cost thereof shall pay the other party within three (3) business days after written demand, unless such maintenance, repairs or replacements cannot be completed within such fifteen (15) day period of time, the responsible party has commenced such maintenance or repair within such fifteen (15) day period of time and proceeds diligently to complete it as soon as practicable, in which case such fifteen (15) day period shall be extended to a reasonable time not to exceed ninety (90) days.

Upon giving at least one (1) day's prior notice, except in the event of an emergency, in which case no prior notice shall be required, Landlord and its agents, representatives, contractors and consultants shall have the right to enter and inspect the Premises from time-to-time during normal business hours to determine whether or not Tenant is fulfilling its maintenance, repair and replacement obligations and other obligations hereunder, provided that such inspection shall not disturb or interfere with Tenant's operation of its business. Except in an emergency and as needed to prevent damage to the premises, Landlord shall not change or adjust any utility settings, fixtures, or appliances located in or on the tenant's space. The wall heaters located in the basement areas to protect the tenants plumbing and water heaters shall be set to maintain a minimum of 60 degrees in the winter to prevent the pipes from freezing.

7. **Use.** The term "Tenant" as used in this Section 7 shall be deemed to include the named Tenant and affiliates. Tenant shall use and occupy the Premises only for the operation and maintenance of a gallery, juice bar, salon services classroom instruction, and salon and spa and such other uses as may reasonably be acceptable to Landlord, and for no other use or purpose whatsoever. Tenant shall obtain appropriate zoning if required and procure and maintain all licenses and permits legally necessary for the operation of its business. Tenant may serve and sell alcohol on the Premises provided Tenant obtains and is in compliance with all laws, licenses, dram shop insurance and other regulations as may be applicable to such use.

Any proposed use or occupation of the Premises by Tenant or any subtenant or assignee of Tenant which is not expressly permitted hereunder shall require an amendment to this Lease, and Landlord shall have no obligation to enter into any such amendment.

8. **Sublease and Assignment.**

(a) **Landlord Consent Requirements.** Tenant shall not be permitted to assign or transfer this Lease or any interest under it or sublease the Premises or any part thereof without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Factors to be considered by Landlord in determining whether to grant such consent shall include, without limitation, the creditworthiness, experience and qualifications and business reputation of the proposed assignee or subtenant. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, except as provided by law, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any of the foregoing performed or attempted in violation of the provisions of this Lease shall be null and void.

(b) **Continuing Liability.** No assignment, subletting or other transfer of interest by Tenant shall operate to relieve Tenant from any covenant or obligation hereunder and no consent to any of the foregoing shall be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, subletting or other transfer of interest.

(c) **Lease Assumption; Subtenant Attornment.** If Tenant shall assign this Lease, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument delivered to and approved by Landlord, which approval shall not be unreasonably withheld, not later than ten (10) days prior to the effective date of the assignment. If Tenant shall sublease any part of the Premises, Tenant shall deliver to Landlord for its approval, which approval shall not be unreasonably withheld, not later than ten (10) days prior to the effective date of such sublease, the sublease agreement which shall provide that the subtenant shall attorn to Landlord. Any notice pursuant hereto to which Landlord fails to respond within the time allotted herein shall be deemed to have been approved by Landlord.

9. **Default.** Tenant shall be in default under this Lease ("Default") under the following circumstances:

(a) Failure by Tenant to pay any Rent or any other monetary obligation of Tenant under this Lease when due provided such failure continues for five (5) days after receipt of written notice to Tenant of such failure; provided, however, in the event that Tenant Defaults in the payment of Rent or any other monetary obligation of Tenant under this Lease three (3) times during any twelve (12) month period during the Term or any period of holdover by the Tenant, Tenant shall be deemed in Default hereunder for any subsequent failures to pay Rent during such twelve (12) month period immediately upon the due date for such payment without written notice thereof from Landlord or a cure period;

(b) Tenant fails to fulfill any other obligation hereunder and such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; or

(c) Tenant fails to abide by or otherwise observe the requirements and/or obligations of any ordinance, rule or other law governing or related to the operation of Tenant's business and such failure continues for thirty (30) days after receipt of written notice thereof by Landlord to Tenant.

Any lender of Tenant shall have the right to cure any default of Tenant hereunder as expressly provided hereinafter.

10. **Remedies.**

10.1. **Landlord Remedies.** Notwithstanding anything to the contrary herein, Landlord's remedies shall be subject to applicable Illinois law, including the Illinois Forcible Entry and Detainer Act. If a Default occurs, and if, within fifteen (15) days after written notice from Landlord Tenant has failed to

cure such Default, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it at law or in equity:

(i) Landlord may terminate this Lease by giving to Tenant written notice of Landlord's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice and Landlord shall have all rights in law and equity, including the recovery of all money due or to become due as a result of Tenant's breach and the recovery of costs and reasonable attorney's fees;

(ii) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation injunctive relief, recovery of all money due or to become due from Tenant under any of the provisions of this Lease and recovery of all direct and consequential damages incurred by Landlord by reason of the Default. Any suit filed by Landlord or Tenant pertaining to this property shall be filed exclusively in the Circuit Court of Kane County.

(b) Termination of Lease. In the event of the termination of this Lease by Landlord as provided above, Landlord shall be entitled to recover from Tenant all of the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including without limitation court costs and reasonable attorneys' fees and expenses incurred by Landlord in the enforcement of its rights and remedies hereunder.

(c) Tenant's Property. All property of Tenant removed from the Premises by Landlord pursuant to any provisions of this Lease or by law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall exercise reasonable care for safekeeping such property. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and for storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, or the termination of Tenant's right of possession, shall, at Landlord's option, be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale, without further payment or credit by Landlord to Tenant.

10.2. Tenant's Remedies. Tenant shall have all rights, remedies, and defenses available at law or in equity, including without limitation the recovery of court costs and reasonable attorney's fees and expenses incurred by the tenant to enforce the terms of this lease.

11. Surrender of Premises. If Landlord terminates the Lease as provided above, Tenant shall surrender possession of and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises to the extent permitted by law, full and complete license so to do being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, using such force as may be permitted by law, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by law or in equity.

Tenant shall deliver all keys and other entry devices to the Premises to Landlord and make known to Landlord the combinations of all locks of vaults then remaining in the Premises, and shall, subject to the following subparagraphs, return the Premises to Landlord in as good condition as when Tenant originally took possession, except for ordinary wear and tear and except for Landlord Maintenance Items, failing which Landlord may restore the Premises to such condition, and Tenant shall pay the cost thereof to Landlord on demand.

All installations, additions, partitions, hardware, fixtures and improvements, temporary or permanent, except (i) movable furniture, equipment and other personal property belonging to Tenant and (ii) Tenant's trade-fixtures and other items belonging to Tenant which can be removed without substantial damage to the Premises, in or upon the Premises, whether placed there by Tenant or Landlord, shall, upon the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Tenant's right of possession, become Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant.

On or before the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Tenant's right of possession, Tenant shall remove from the Premises Tenant's furniture, equipment, machinery, safes and other items of movable personal property of every kind and description and Tenant's trade fixtures, and Tenant shall restore any damage to the Premises caused thereby, such removal and restoration to be performed prior to the expiration of the Term.

Without limitation of any other obligations of Tenant which shall survive the expiration or termination of this Lease, all obligations of Tenant under these surrender provisions shall survive the expiration or earlier termination of this Lease.

12. Interest and Late Charge. Except as otherwise specifically provided in this Lease, all amounts owed by Tenant to Landlord pursuant to any provision of this Lease shall be paid by Tenant within ten (10) days after Landlord's written demand, and all such amounts shall bear interest from the date of such demand until paid at the annual rate equal to one (1) percentage point above the rate of interest announced from time to time by The Wall Street Journal, or its successor, as the "prime rate" or "corporate base rate," changing as and when such rate changes, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event such lesser rate shall be charged.

In the event of a failure to pay Rent when due hereunder and the continuation of such failure for ten (10) days after written notice thereof from the Landlord, Tenant shall pay a late charge to Landlord together with such payment of Rent in an amount equal to five percent (5%) of the amount of the Rent payment.

Such interest and late charges shall be in addition to any remedies of the Landlord provided hereunder or under applicable law and shall not constitute liquidated damages.

13. Holding Over. If Tenant retains possession of the Premises or any part thereof after the termination of the Lease by lapse of time or otherwise, Tenant shall be deemed to be a tenant at sufferance, Tenant shall pay to Landlord 1/12th of one hundred fifty percent (150%) of the annual Rent then in effect for each portion of any month during which Tenant shall retain possession of the Premises or any portion thereof after such termination.

In addition to and without limiting any other rights and remedies which Landlord may have on account of such holding over by Tenant, Tenant shall pay to Landlord all direct damages suffered by Landlord on account of such holding over by Tenant. These holding over provisions shall not be deemed to limit or constitute a waiver of the right of Landlord to evict Tenant as provided herein or at law.

14. Insurance.

(a) **Tenant's Insurance.** Tenant shall, at its expense, carry insurance during the entire Term insuring Tenant, and insuring Landlord as an additional insured, under the coverage required pursuant to Clause (a)(i) hereof, in companies qualified to do business in the State of Illinois, with such coverages and in the following amounts:

(i) During the Term, dram shop and commercial general liability insurance with the broad form comprehensive liability endorsement, including contractual liability insurance covering Tenant's indemnity obligations hereunder in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, and Tenant's general liability insurance policy shall provide Landlord primary and non-contributory coverage;

(ii) During the Term, "all risk" physical damage insurance, including fire, sprinkler leakage, vandalism and extended coverage, for the full replacement cost of and all furniture, equipment, merchandise, trade fixtures and all other items of Tenant's personal property in the Premises;

Tenant shall, prior to the commencement of the Term and from time-to-time during the Term furnish to Landlord certificates evidencing the foregoing insurance coverages. The certificate of insurance shall provide Landlord with primary and non-contributory coverage on its general liability policy. Tenant's policies and certificates shall state that such insurance coverage may not be reduced, canceled or renewed without at least thirty (30) days' prior written notice to Landlord and Tenant.

Tenant may meet its insurance obligations under this Lease through a blanket insurance policy, or through any combination of primary or umbrella/excess coverages.

(b) **Landlord's Insurance.** Landlord shall carry throughout the Term not less than the following insurance:

(i) Fire and extended coverage insurance for what Landlord reasonably believes to be the full replacement cost of the Premises and fire and extended coverage for what Landlord reasonably believes to be the full replacement cost of the alterations, additions and improvements to the Premises (to the extent paid for by Landlord), but excluding Tenant's contents, trade fixtures, furniture and equipment and improvements to the Premises to the extent paid for by Tenant, with normal and customary deductibles;

(ii) A commercial general liability insurance policy or policies affording coverage for personal injury or property damage liability arising from or occurring in all public and non-tenant areas of the Premises and adjacent areas, such as sidewalks, driveways and other similar areas, including broad form contractual liability insurance, in case of personal injury to or death of any person or persons or damage to property with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence carry for personal injury and property damage liability, naming Tenant as an additional insured;

All policies described in subsection (b) above shall be issued by companies qualified to do business in the State of Illinois. Each policy will expressly provide that such policy will not be subject to cancellation or material change without at least thirty (30) days' prior written notice to Tenant. Landlord shall furnish Tenant, concurrently with the execution of this Lease, with certificate evidence of such insurance coverage. Landlord may meet its insurance obligations herein by means of a blanket insurance policy or through any combination of primary or umbrella/excess coverage.

15. Waiver and Indemnity.

(a) General Waiver by Tenant. In addition to and without limiting or being limited by any other releases or waivers of claims in this Lease, to the extent not prohibited by law, Landlord, or any of its officers, commissioners, agents, consultants, contractors or employees, shall not be liable, and Tenant hereby waives and releases them from any liability, for any injury to or death of any person or injury or damage to or theft, robbery, pilferage, loss or loss of the use of any property, sustained by Tenant or by other persons arising out of or relating to the Premises, or due to the happening of any accident or event in or about any part of the Premises, or due to any act or neglect of any other person; provided however, that Tenant does not waive or release Landlord, or any of its officers, commissioners, agents, consultants, contractors or employees, from liability for their respective negligence or willful misconduct.

(b) Tenant's Indemnity for Third Party Claims. In addition to and without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, and its officers, commissioners, agents, consultants, contractors and employees, harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including court costs and reasonable attorneys' fees and expenses, in connection with any claim brought by a third party for injury to or death of any person or damage to or theft, robbery, pilferage, loss or loss of the use of any property not owned by Landlord occurring in or about the Premises arising from Tenant's occupancy of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission of Tenant, or any of its employees, agents, licensees, invitees or contractors.

(c) Landlord's Indemnity for Third Party Claims. In addition to and without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Landlord agrees to indemnify, defend by counsel reasonably acceptable to Tenant and hold Tenant, and its officers, commissioners, agents, consultants, contractors and employees, harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including court costs and reasonable attorneys' fees and expenses, in connection with any claim brought by a third party for injury to or death of any person or damage to or theft, robbery, pilferage, loss or loss of the use of any property not owned by Tenant occurring in or about the Premises arising from Landlord's conduct of its business or from any activity, work, or thing done, permitted or suffered by Landlord in or about the Premises, or from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to the terms of this Lease, or due to any other act or omission of Landlord, or any of its employees, agents, licensees, invitees or contractors.

16. Damage and Destruction.

(a) Termination of Lease; Repair by Landlord. If the Premises shall be damaged or destroyed by fire or other casualty, then Landlord shall repair and restore the Premises to the extent of insurance proceeds actually paid by its insurance carrier for such repair and restoration so as to render the Premises tenantable, subject, however, to the last sentence of this subparagraph (a), subparagraph (d) below and to delays caused by matters beyond Landlord's reasonable control and zoning laws and building codes then in effect. Landlord shall proceed with such repair and restoration promptly after the insurance claim for such loss has been adjusted and paid by its insurance carrier. In the event Landlord reasonably determines that the Premises cannot be restored to a tenantable condition within ninety (90) days after the date of casualty, or if the Premises are not restored to a tenantable condition within ninety

(90) days after the date of such casualty, either party may terminate this Lease upon written notice to the other.

Notwithstanding anything to the contrary contained herein, if the insurance proceeds actually paid for any such damage or destruction are insufficient to pay for such repair or restoration in full, then either Landlord or Tenant shall have the right to terminate this Lease as of the date of such damage or destruction by giving written notice to the other at any time within twenty (20) days after Landlord gives Tenant written notice thereof, which notice shall be given promptly after Landlord adjusts or otherwise resolves its insurance claim.

Unless this Lease is terminated as provided in this Section, Landlord shall proceed with reasonable promptness to repair and restore the Premises to the extent of insurance proceeds actually paid for such repair and restoration so as to render the Premises tenantable, subject, however, to the last sentence of this subparagraph (a) and to subparagraph (d) below, and also subject to reasonable delays for insurance adjustments, delays caused by matters beyond Landlord's reasonable control and zoning laws and building codes then in effect. Landlord shall have no liability to Tenant if such repairs and restoration are not in fact completed within the time period estimated by Landlord as aforesaid.

Notwithstanding anything contained to the contrary in this Section, Landlord shall have no duty to repair or restore any portion of the alterations, additions or improvements in the Premises made after the Commencement Date and paid for by Tenant.

(b) Abatement of Rent. In the event any such damage or destruction renders the Premises or any portion thereof untenable and if this Lease shall not be terminated pursuant to the foregoing provisions of this Section by reason of such damage or destruction, then the Rent shall abate during the period beginning with the date of such damage or destruction and ending with the date when Landlord substantially completes its repair, receives a certificate of occupancy from the municipality that has jurisdiction, if applicable, and Tenant is able to reasonably occupy and use the Premises for the uses noted herein, which shall be no longer than 60 days following the issuance of a certificate of occupancy. Such abatement shall be in an amount bearing the same ratio to the total amount of the Rent for such period as the portion of the rentable area of the Premises which is untenable and not used by Tenant from time-to-time bears to the rentable area of the entire Premises. In the event of termination of this Lease pursuant to this Section, the Rent shall be apportioned on a per diem basis and be paid to the date of the fire or casualty.

(c) Untenantability. Notwithstanding anything to the contrary contained in this Section, neither the Premises nor any portion of the Premises shall be deemed untenable if Landlord is not required to repair or restore, or if Landlord is required to repair or restore, when Landlord has substantially completed the repair and restoration work required to be performed by Landlord under this Section and Landlord receives a certificate of occupancy from the appropriate municipality, if applicable, and Tenant is able to reasonably occupy and use the Premises for the uses noted herein, then the Premises shall be deemed tenantable.

(d) Condemnation. In the event of the condemnation of the Premises or any part thereof, Landlord shall give Tenant written notice thereof and Tenant shall have the right to file a claim in such case to recover the value of its leasehold estate and the unamortized cost of its improvements hereunder. In the event the portion of the Premises proposed to be condemned renders the remainder of the Premises unsuitable for Tenant's uses, then Tenant shall have the option to terminate this Lease. In the event Tenant elects to remain, Tenant's rent shall be adjusted in proportion to the portion of the Premises condemned.

17. Alterations. Tenant may make alterations to the Premises costing less than Five Thousand Dollars (\$5,000.00) that do not affect structural components or exterior windows of the Premises (the "Minor Tenant Alterations") without obtaining Landlord's consent, but Tenant shall give Landlord written notice of its intention to perform such Minor Tenant Alterations at least five (5) business days prior to the commencement of such alterations. Such notice shall include a reasonably detailed description of the Minor Tenant Alterations.

Tenant shall not perform any alterations to the Premises other than the Minor Tenant Alterations (the "Major Tenant Alterations") without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If Landlord consents to Major Tenant Alterations, it may impose such reasonable conditions with respect thereto as Landlord deems appropriate including, without limitation, requiring Tenant to furnish to Landlord for its approval prior to commencement of any work or entry by Tenant's contractors into the Premises, security for the payment of all costs to be incurred in connection with any such Major Tenant Alterations, insurance against liabilities which may arise out of the Major Tenant Alterations and plans and specifications and permits necessary for the Major Tenant Alterations. Subject to prior approval from the city, the landlord, and the other tenants in the building, Tenant may paint a mural on the North face of the building adjacent to and facing the parking lot. The entire North and west facing side of the building will also be required to be painted to landlords specifications. This will be the tenant's responsibility. Prior to termination of the lease, Tenant shall be required to remove the mural and repaint the entire west and north side of the building.

Upon completion of any major Tenant alterations, Tenant shall deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services and materials sufficient to waive all rights to liens under the Illinois Mechanic's Lien law arising from the work done.

Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, or any of its officers, commissioners, agents, consultants, contractors or employees, harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including, without limitation, court costs and reasonable attorneys' fees and expenses, arising in connection with its initial build out and any Major Tenant Alterations or Minor Tenant Alterations, including any liens for labor, services or materials furnished therefor.

All Minor Tenant Alterations and all Major Tenant Alterations done by Tenant or its contractors shall be done in a first-class, workmanlike manner using only good grades of materials and shall comply with all insurance requirements of Landlord and all applicable governmental laws, ordinances, codes, rules and regulations. Within thirty (30) days after substantial completion of any Minor Tenant Alterations or Major Tenant Alterations by or on behalf of Tenant, Tenant shall furnish to Landlord "as-built" drawings of such work.

18. Environmental Provisions.

(a) **No Hazardous Substances.** Landlord and Tenant shall not cause or permit any Hazardous Substance (hereinafter defined) to be used, stored, generated or disposed of on or in the Premises without first obtaining Landlord's prior written consent, except for the following: (i) the storage and use of such materials and cleaning products as are reasonably incidental to Tenant's use, so long as such storage and use is in minor amounts and is in accordance with applicable law and Tenant shall not store any such materials in bulk.

(b) **Tenant Indemnity.** Tenant shall indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, and its officers, commissioners, employees, agents and representatives and the Premises harmless of, from and against any and all claims, damages, fines, judgments, clean up,

removal or restoration costs, investigation expenses, penalties, costs, liens, liabilities or losses arising from the presence of any Hazardous Substance on or in the Premises caused by Tenant or its directors, officers, employees, agents, shareholders, partners, contractors, licensees or invitees or other parties under the control of Tenant or by Tenant's use of the Premises, during and for a period of two (2) years after the Term. This indemnity shall survive the termination of this Lease for a period of two (2) years after the Term.

(c) **Tenant Remediation.** Without limiting the foregoing, if Tenant or its directors, officers, employees, agents, shareholders, partners, contractors, licensees or invitees or other parties under the control of Tenant causes or permits the presence of any Hazardous Substance on or in the Premises, Tenant, at its sole cost and expense, shall promptly take any and all actions necessary or required to return it to the condition existing prior to the presence of any Hazardous Substances as reasonably determined by Landlord and otherwise in accordance with applicable law. Tenant shall obtain Landlord's written consent prior to commencing any such remedial action. Without limitation of any other obligations of Tenant which shall survive the expiration or earlier termination of this Lease, the covenants and obligations of Tenant under this Section shall survive the expiration or earlier termination of this Lease.

(d) **Landlord Warranty.** Landlord represents and warrants to Tenant, to the best of its actual knowledge, without having conducted any inquiry or investigation, that the Premises are in full compliance with all applicable environmental statutes, regulations and ordinances as of the date hereof and that Landlord has received no written notice of a violation of same.

(e) **Landlord Indemnity.** Landlord shall indemnify, defend by counsel reasonably acceptable to Tenant and hold Tenant, and its officers, directors, employees, agents and representatives harmless of, from and against any and all claims, damages, fines, judgments, clean up, removal or restoration costs, investigation expenses, penalties, costs, liens, liabilities or losses arising from the presence of any Hazardous Substance on or in the Premises caused by Landlord or third parties not under the control of Tenant before expiration of the Term or caused by Landlord before, during and for a period of two (2) years after the Term. This indemnity shall survive the termination of this Lease for a period of two (2) years after the Term.

(f) **Definition.** "Hazardous Substance(s)" means any substance that is toxic, ignitable, reactive or corrosive or that is regulated by any federal, state or local governmental agency, law, rule or ordinance, and includes without limitation any and all material or substances defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to any federal, state or local governmental agency, law, rule or ordinance, asbestos and asbestos containing materials, PCB's (polychlorinated biphenyls), petroleum and petroleum products, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants and substances which are or may be toxic to humans, animals, plants or the environment.

19. Miscellaneous.

(a) **Signs and Parking.** Tenant shall be entitled to six sign spaces or locations as shall be agreed upon by the parties, which agreement or consent by Landlord shall not be unreasonably withheld, and permitted by any applicable ordinances. There are sixteen parking spaces in the rear parking lot. Twelve of these spaces are reserved for first floor tenants and four are reserved for second floor tenants. Each tenant has their own reserved and marked parking spaces. Landlord will occasionally park in the extra space in front of the door to the basement. Landlord is not allowed to park in any tenants' spaces, unless permission is granted to do so. Parking in any space by Tenant's employees, officers or agents that is designated for another tenant without prior approval of such tenant (as documented by photographs) shall be a violation of the terms of this Lease and shall result in an additional fee for each violation of

\$250.00, the same to be added to the water bill each month. Failure to pay this fee when due shall be deemed to be a default of this Lease. All of the tenants in this building are subject to the same fines in their leases.

(b) **Binding on Successors.** This Lease shall be binding on and inure to the benefit of the lawful assigns and successors of the respective parties.

(c) **Severability.** It is the intention of both of the parties hereto that the provisions of this Lease shall be severable in respect to a declaration of invalidity of any provisions hereof. If any provision hereof is declared invalid, then this Lease shall be construed by the parties to provide for the intent of such provision in a form which shall be valid.

(d) **Waiver of Terms.** The waiver by the Landlord of any breach of the terms, covenants or conditions herein shall not be deemed a waiver of any subsequent breach.

(e) **Recording.** This Lease may not be recorded with the Recorder of Deeds of Kane County without the prior written consent of Landlord.

(f) **Survival.** Without limitation on any other obligations of Tenant or Landlord which shall survive the expiration or termination of this Lease, the parties' respective obligations to indemnify, defend and hold harmless the other party and others pursuant to any provisions of this Lease shall survive the expiration or termination of this Lease indefinitely, except as otherwise expressly provided herein.

(g) **Cumulative Remedies; Illinois Law.** The rights and remedies of Landlord and Tenant under this Lease are cumulative and none shall exclude any other rights or remedies allowed by law or equity. This Lease is declared to be an Illinois contract, and all of its terms shall be construed according to the internal laws of the State of Illinois.

(h) **Relationship.** Landlord and Tenant disclaim any intention to create a joint venture, partnership, agency or lender/borrower relationship.

(i) **Estoppel Certificate.** Tenant agrees that from time to time upon not less than ten (10) days' prior written request by Landlord, and Tenant agrees to use commercially reasonable efforts to cause any subtenant, licensee, concessionaire or other occupant of the Premises claiming by, through or under Tenant, to complete, execute and deliver to Landlord or Landlord's designee a written estoppel certificate certifying (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and setting forth the modifications); (b) the amounts of the monthly installments of Rent then required to be paid under this Lease; (c) the date to which Rent has been paid; (d) that to the best of Tenant's knowledge, Landlord is not in default under any of the provisions of this Lease, or if in default, the nature thereof in detail and what is required to cure same; and (e) such other information concerning the status of this Lease or the parties' performance hereunder reasonably requested by Landlord or the party to whom such estoppel certificate is to be addressed.

(j) **Tenant Authorization.** Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof.

(k) **Covenant of Quiet Enjoyment.** Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by Landlord during the Term as long as Tenant is not in default hereunder.

(l) **Notices.** All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the fifth (5th) business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

If to Landlord:

DPC Holdings, LLC- Series E Main Street
Attn: Dean Courser
P. O. Box 183
St. Charles, IL 60174

If to Tenant:

Spa Bleu, SBWD, Inc.
106 N. 2nd St.
West Dundee, Illinois 60118
Attn: Tammy Coakley

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Either party may change such address(es) by written notice to the other party as provided for herein. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

(m) **Attorneys' Fees.** Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages, or declaratory or other relief hereunder, the prevailing party shall be entitled to receive from the losing party, in addition to court costs, such amount as the court may adjudge to be reasonable as attorneys' fees for services rendered to said prevailing party and said amount may be made a part of the judgment against the losing party.

(n) **Time of The Essence.** Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof.

(o) **Headings.** The Section headings are for convenience and are not a part of this Lease.

(p) **Counterparts.** This Lease may be executed in counterparts, which when taken together shall be interpreted as a single document.

(q) **Entire Agreement and Binding Effect.** This Lease covers in full every obligation between the parties hereto concerning the Premises, and the provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be, subject at all times to all provisions and restrictions regarding the assignment, transfer and encumbrance of any interest hereunder.

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

LANDLORD:

DPC Holdings, LLC- Series E Main Street

By: DPC Properties, Inc., its Member

By: _____
Dean Courser, President

TENANT:

By: _____
Title: _____

ILLINOIS

Jesse White • Secretary of State

USA

DRIVER'S LICENSE

Federal Limits Apply



4d LIC NO: [REDACTED]

3 DOB: [REDACTED]

4b EXP: 09/27/2026

4a ISS: 09/24/2022

1 COAKLEY
2 RICHARD J

8 [REDACTED]

9 CLASS: D 9a END: NONE

12 REST: NONE

15 SEX: M 16 HGT: 5'-11"

17 WGT: 175 lbs 18 EYES: HZL

5 DD 09242022395184804



TYPE: DRG

ACORD™ EVIDENCE OF PERSONAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/03/2024

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

| | | | | |
|---|----------|---|---|--|
| AGENCY Acrisure Midwest Partners Insurance Services LLC 16805 W. Cleveland Avenue New Berlin, WI 53151 | | PHONE (AG. No. Ext): FAX: (AG. Mgr): E-MAIL: ADDRESS: | COMPANY Hartford Underwriters Insurance Company One Hartford Plaza Hartford, CT 06150-001 | |
| CODE: 83511781 | SUB CODE | | | |
| AGENCY CUSTOMER ID #: SBWDINC-01 INSURED SBWD Inc dba Spa Bleu 106 N Second St. West Dundee, IL 60118 | | LOAN NUMBER | POLICY NUMBER 83SBAA77TYS | |
| | | EFFECTIVE DATE 08/17/2024 | EXPIRATION DATE 08/17/2025 | <input type="checkbox"/> CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 Loc # 3, Bldg # 1, 116 W Main St, St. Charles, IL 60174
 Loc # 2, Bldg # 1, 100 W Higgins Rd Unit F80 Fl 5, South Barrington, IL 60010-8424
 Loc # 1, Bldg # 1, 106 N 2Nd St, West Dundee, IL 60118-2003

COVERAGE INFORMATION

| SEE ATTACHED ACORD 101 | COVERAGE/PERILS/FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|------------------------|-----------------------|---------------------|------------|
| | | | |


REMARKS (Including Special Conditions)

Special Conditions:
Coverage Includes:
 - Boiler & Machinery / Equipment Breakdown Insurance
 - Plate Glass Insurance
 - Earthquake Insurance
 - The interest of the Lender and the SBA shall not be invalidated by any act or neglect of the Mortgagor, Debtor, or Owner of the Insured property

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

| | | |
|---|---|---|
| NAME AND ADDRESS Byline Bank, ISAOA PO BOX 3160 Reston, VA 20195 | <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE | <input checked="" type="checkbox"/> ADDITIONAL INSURED Lender's loss payable |
| | LOAN # | |
| AUTHORIZED REPRESENTATIVE  | | |



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|---------------------------|--|--|
| AGENCY Acrisure Midwest Partners Insurance Services LLC | | NAMED INSURED SBWD Inc dba Spa Bleu 108 N Second St. West Dundee, IL 60118 | |
| POLICY NUMBER B3SBAAT7TYS | | | |
| CARRIER Hartford Underwriters Insurance Company | NAIC CODE 30104 | EFFECTIVE DATE: 08/17/2024 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 27 FORM TITLE: EVIDENCE OF PROPERTY INSURANCE

Coverage Information:

Accounts Receivable Limit, Amount of Insurance: \$150,000
Aggregate Limit, Amount of Insurance: \$2,000,000
Auto - hired liability - Property damage Limit
BI and PD occurrence Limit, Amount of Insurance: \$1,000,000
Building ordinance incr const cost Limit, Amount of Insurance: \$25,000
Business income with extra exp Limit, Amount of Insurance: \$12, Deductible: 0
Business income with extra exp Limit, Amount of Insurance: \$12
Business increase from dep prop Limit, Amount of Insurance: \$50,000, Deductible: 12
Crime - Forgery or alteration Limit, Amount of Insurance: \$50,000
Employee Benefits Liability Limit, Amount of Insurance: \$1,000,000
Employee Benefits Liability Limit, Amount of Insurance: \$2,000,000
Fungi/bacteria/mold Limit, Amount of Insurance: \$50,000
Medical expense (per person) Limit, Amount of Insurance: \$10,000
Money & securities - inside Limit, Amount of Insurance: \$10,000
Money & securities - outside Limit, Amount of Insurance: \$5,000
Ordinance or Law Limit, Amount of Insurance: \$25,000
Outdoor property Limit, Amount of Insurance: \$50,000
Personal & advertising injury Limit, Amount of Insurance: \$1,000,000
Products & completed operations Limit, Amount of Insurance: \$2,000,000
Valuable Papers Limit, Amount of Insurance: \$150,000
Loc # 3, Bldg # 1
Personal Property, Amount of Insurance: \$500,000, Deductible: 1,000 improvements & betterments, Amount of Insurance: \$25,000
Loc # 2, Bldg # 1
Personal Property, Amount of Insurance: \$657,800, Deductible: 1,000 improvements & betterments, Amount of Insurance: \$75,000
Loc # 1, Bldg # 1
Personal Property, Amount of Insurance: \$933,800, Deductible: 1,000 improvements & betterments, Amount of Insurance: \$150,000



Tammy @ Spa-bleu.com
 Heather @ Spa-bleu.com
Receipt
 Date: December 3, 2024

Need to be fingerprinted?
 Please contact the St. Charles Police Department
 for an appointment: 630-377-4435
 1515 W. Main St.

| Payment Method | Check No. | Received From |
|----------------|-----------|---------------|
| Check | 1255 | SBWD Inc. |

Massage License Application & Fingerprinting Fee

| Qty | Cost | Description | Account Code | Fee |
|--------------|----------|---|--------------|------------------|
| | | Liquor License Class A - Packaged | 100999-42100 | \$ - |
| | | Liquor License Class B - Restaurants | 100999-42101 | \$ - |
| | | Liquor License Class C - Tavern/Bar | 100999-42102 | \$ - |
| | | Liquor License Class D - Specific | 100999-42103 | \$ - |
| | | Liquor License Class E - Temporary | 100999-42104 | \$ - |
| | | Liquor License Class F - BYOB | 100999-42105 | \$ - |
| | | Liquor Violations Fee | 100999-42290 | \$ - |
| 1.00 | \$250.00 | Massage Establishment License Fee/Renew | 100999-42205 | \$ 250.00 |
| | | Loudspeaker License | 100999-42210 | \$ - |
| | | Towing License | 100999-42202 | \$ - |
| | | Scavenger/Refuse License | 100999-42203 | \$ - |
| | | Bowling Alley License | 100999-42204 | \$ - |
| | | Billiard License | 100999-42206 | \$ - |
| | | Carnival License/Fees | 100999-42210 | \$ - |
| | | Coin-Operated Amusement | 100999-42220 | \$ - |
| | | Cigarette | 100999-42230 | \$ - |
| | | Cigarette OTC | 100999-42231 | \$ - |
| | | Theater License | 100999-42240 | \$ - |
| 1 | \$50.00 | Fingerprint Fee (\$50 per person) | 100999-46207 | \$ 50.00 |
| | | Legal Fees | 100120-54110 | \$ - |
| | | Miscellaneous Revenue/Legal Fees | 100999-46299 | \$ - |
| | | Liquor License Late Fee | 100999-45205 | \$ - |
| | | Tobacco/Massage Violations | 100999-42290 | \$ - |
| | | Video Gaming Devices/License | 100999-42225 | \$ - |
| Total | | | | \$ 300.00 |

Thank you for your business!

LEASE

between

SBWD INC

and

DPC HOLDINGS, LLC- SERIES E MAIN STREET

Dated as of November 20th, 2024

15th

OC.

For a Portion of

116 West Main Street

St. Charles, Illinois 60174

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Year Six: \$7030.00
Year Seven: \$7170.00

The Rent shall be paid by Tenant in equal monthly installments in advance on or before the first (1st) calendar day of each month. Tenant shall be given a grace period of five (5) days following the date upon which Rent is due, during which Tenant shall not be held delinquent in the payment of Rent due for the then current month. Failure to pay Rent by the expiration of such grace period shall, however, subject Tenant to a \$100.00 late fee and, in addition, all the consequences set forth herein for the non-payment or late payment of Rent.

4. **Security Deposit.** Tenant shall, upon execution of this Lease, deposit with Landlord the sum of \$6500.00 as security for the performance of terms and provisions of this Lease by Tenant, which shall be returned to Tenant within thirty (30) days after the expiration of the Term, unless otherwise required by law, provided Tenant has discharged its obligations to Landlord in full. The Security Deposit shall not be used to pay the last month's lease payment. In lieu of the Security Deposit Tenant shall have the option of depositing with Landlord an irrevocable letter of credit, in a form acceptable to Landlord, in the amount of the first year's Rent, said letter of credit to remain in effect for the entire Term of this Lease.

5. **Utilities and Taxes.** Real estate taxes for the building shall be included in the Rent. Tenant shall, at its sole expense, pay for its own utilities, including electricity, gas, water, telephone charges and internet connection, and provide its own custodial services. Landlord will bill tenant monthly for water and sewer. The water and sewer are on a sub-meter for this space. Landlord shall provide garbage service sufficient to handle the needs of the building in which the demised Premises is situated to be used by all tenants in such building. Landlord agrees that should the amount of garbage generated by the tenants in such building exceed the services afforded by the Landlord, that Landlord will increase said services to accommodate the businesses to facilitate a clean environment. In addition, Tenant shall be responsible for all overage and contamination charges from the contractor (generally resulting from not breaking down boxes, putting garbage and plastic bags in the recycle bin), which such charges will be documented to Tenant with a copy of the applicable billing statement and pictures documenting the violations. Tenant agrees that neither Landlord, nor any of its officers, commissioners, agents, consultants, contractors or employees, shall be liable for damage or injury to person, property or business or for loss or interruption of business, or for any other matter, in the event that there is any failure, delay or interruption in any utility or other service, or any diminution in the quality or quantity thereof, except to the extent that such damage is caused directly by Landlord's negligent acts or omissions. No such failure, delay, interruption or diminution shall be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises, in whole or in part, actual or constructive, entitle Tenant to any claim for set-off, abatement or reduction of Rent, or relieve Tenant from the performance of or affect any of Tenant's obligations under this Lease; provided, however, that in the event any such failure, delay, or interruption of such service shall cause the Premises to become uninhabitable by Tenant, or prevent Tenant from operating its business for a period in excess of 24 hours, then rent shall abate during the period beginning with the date the Premises became uninhabitable or Tenant was prevented from operating its business and ending on the date the Premises becomes habitable or Tenant is able to operate its business. Landlord shall use commercially reasonable efforts to minimize any such failure, delay, interruption or diminution.

6. **Maintenance and Repairs.** Tenant shall, at its sole expense, keep, maintain and repair in good, clean, fully operational, functional and safe condition during the Term of this Lease, the Premises leased by Tenant, including, without limitation, the following items: (i) the interior of the Premises including, without limitation, regular janitorial cleaning; (ii) all of Tenant's fixtures and appliances; (iii) maintenance and/or replacement of the heating, ventilating, air conditioning (HVAC system), and other

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of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Factors to be considered by Landlord in determining whether to grant such consent shall include, without limitation, the creditworthiness, experience and qualifications and business reputation of the proposed assignee or subtenant. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, except as provided by law, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any of the foregoing performed or attempted in violation of the provisions of this Lease shall be null and void.

(b) Continuing Liability. No assignment, subletting or other transfer of interest by Tenant shall operate to relieve Tenant from any covenant or obligation hereunder and no consent to any of the foregoing shall be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, subletting or other transfer of interest.

(c) Lease Assumption; Subtenant Attornment. If Tenant shall assign this Lease, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument delivered to and approved by Landlord, which approval shall not be unreasonably withheld, not later than ten (10) days prior to the effective date of the assignment. If Tenant shall sublease any part of the Premises, Tenant shall deliver to Landlord for its approval, which approval shall not be unreasonably withheld, not later than ten (10) days prior to the effective date of such sublease, the sublease agreement which shall provide that the subtenant shall attorn to Landlord. Any notice pursuant hereto to which Landlord fails to respond within the time allotted herein shall be deemed to have been approved by Landlord.

9. Default. Tenant shall be in default under this Lease ("Default") under the following circumstances:

(a) Failure by Tenant to pay any Rent or any other monetary obligation of Tenant under this Lease when due provided such failure continues for five (5) days after receipt of written notice to Tenant of such failure; provided, however, in the event that Tenant Defaults in the payment of Rent or any other monetary obligation of Tenant under this Lease three (3) times during any twelve (12) month period during the Term or any period of holdover by the Tenant, Tenant shall be deemed in Default hereunder for any subsequent failures to pay Rent during such twelve (12) month period immediately upon the due date for such payment without written notice thereof from Landlord or a cure period;

(b) Tenant fails to fulfill any other obligation hereunder and such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; or

(c) Tenant fails to abide by or otherwise observe the requirements and/or obligations of any ordinance, rule or other law governing or related to the operation of Tenant's business and such failure continues for thirty (30) days after receipt of written notice thereof by Landlord to Tenant.

Any lender of Tenant shall have the right to cure any default of Tenant hereunder as expressly provided hereinafter.

10. Remedies.

10.1. Landlord Remedies. Notwithstanding anything to the contrary herein, Landlord's remedies shall be subject to applicable Illinois law, including the Illinois Forcible Entry and Detainer Act. If a Default occurs, and if, within fifteen (15) days after written notice from Landlord Tenant has failed to cure such Default, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate

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following subparagraphs, return the Premises to Landlord in as good condition as when Tenant originally took possession, except for ordinary wear and tear and except for Landlord Maintenance Items, failing which Landlord may restore the Premises to such condition, and Tenant shall pay the cost thereof to Landlord on demand.

All installations, additions, partitions, hardware, fixtures and improvements, temporary or permanent, except (i) movable furniture, equipment and other personal property belonging to Tenant and (ii) Tenant's trade-fixtures and other items belonging to Tenant which can be removed without substantial damage to the Premises, in or upon the Premises, whether placed there by Tenant or Landlord, shall, upon the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Tenant's right of possession, become Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant.

On or before the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Tenant's right of possession, Tenant shall remove from the Premises Tenant's furniture, equipment, machinery, safes and other items of movable personal property of every kind and description and Tenant's trade fixtures, and Tenant shall restore any damage to the Premises caused thereby, such removal and restoration to be performed prior to the expiration of the Term.

Without limitation of any other obligations of Tenant which shall survive the expiration or termination of this Lease, all obligations of Tenant under these surrender provisions shall survive the expiration or earlier termination of this Lease.

12. Interest and Late Charge. Except as otherwise specifically provided in this Lease, all amounts owed by Tenant to Landlord pursuant to any provision of this Lease shall be paid by Tenant within ten (10) days after Landlord's written demand, and all such amounts shall bear interest from the date of such demand until paid at the annual rate equal to one (1) percentage point above the rate of interest announced from time to time by The Wall Street Journal, or its successor, as the "prime rate" or "corporate base rate," changing as and when such rate changes, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event such lesser rate shall be charged.

In the event of a failure to pay Rent when due hereunder and the continuation of such failure for ten (10) days after written notice thereof from the Landlord, Tenant shall pay a late charge to Landlord together with such payment of Rent in an amount equal to five percent (5%) of the amount of the Rent payment.

Such interest and late charges shall be in addition to any remedies of the Landlord provided hereunder or under applicable law and shall not constitute liquidated damages.

13. Holding Over. If Tenant retains possession of the Premises or any part thereof after the termination of the Lease by lapse of time or otherwise, Tenant shall be deemed to be a tenant at sufferance, Tenant shall pay to Landlord 1/12th of one hundred fifty percent (150%) of the annual Rent then in effect for each portion of any month during which Tenant shall retain possession of the Premises or any portion thereof after such termination.

In addition to and without limiting any other rights and remedies which Landlord may have on account of such holding over by Tenant, Tenant shall pay to Landlord all direct damages suffered by Landlord on account of such holding over by Tenant. These holding over provisions shall not be deemed to limit or constitute a waiver of the right of Landlord to evict Tenant as provided herein or at law.

14. Insurance.

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(a) General Waiver by Tenant. In addition to and without limiting or being limited by any other releases or waivers of claims in this Lease, to the extent not prohibited by law, Landlord, or any of its officers, commissioners, agents, consultants, contractors or employees, shall not be liable, and Tenant hereby waives and releases them from any liability, for any injury to or death of any person or injury or damage to or theft, robbery, pilferage, loss or loss of the use of any property, sustained by Tenant or by other persons arising out of or relating to the Premises, or due to the happening of any accident or event in or about any part of the Premises, or due to any act or neglect of any other person; provided however, that Tenant does not waive or release Landlord, or any of its officers, commissioners, agents, consultants, contractors or employees, from liability for their respective negligence or willful misconduct.

(b) Tenant's Indemnity for Third Party Claims. In addition to and without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, and its officers, commissioners, agents, consultants, contractors and employees, harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including court costs and reasonable attorneys' fees and expenses, in connection with any claim brought by a third party for injury to or death of any person or damage to or theft, robbery, pilferage, loss or loss of the use of any property not owned by Landlord occurring in or about the Premises arising from Tenant's occupancy of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission of Tenant, or any of its employees, agents, licensees, invitees or contractors.

(c) Landlord's Indemnity for Third Party Claims. In addition to and without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Landlord agrees to indemnify, defend by counsel reasonably acceptable to Tenant and hold Tenant, and its officers, commissioners, agents, consultants, contractors and employees, harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including court costs and reasonable attorneys' fees and expenses, in connection with any claim brought by a third party for injury to or death of any person or damage to or theft, robbery, pilferage, loss or loss of the use of any property not owned by Tenant occurring in or about the Premises arising from Landlord's conduct of its business or from any activity, work, or thing done, permitted or suffered by Landlord in or about the Premises, or from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to the terms of this Lease, or due to any other act or omission of Landlord, or any of its employees, agents, licensees, invitees or contractors.

16. Damage and Destruction.

(a) Termination of Lease; Repair by Landlord. If the Premises shall be damaged or destroyed by fire or other casualty, then Landlord shall repair and restore the Premises to the extent of insurance proceeds actually paid by its insurance carrier for such repair and restoration so as to render the Premises tenantable, subject, however, to the last sentence of this subparagraph (a), subparagraph (d) below and to delays caused by matters beyond Landlord's reasonable control and zoning laws and building codes then in effect. Landlord shall proceed with such repair and restoration promptly after the insurance claim for such loss has been adjusted and paid by its insurance carrier. In the event Landlord reasonably determines that the Premises cannot be restored to a tenantable condition within ninety (90) days after the date of casualty, or if the Premises are not restored to a tenantable condition within ninety (90) days after the date of such casualty, either party may terminate this Lease upon written notice to the other.

Notwithstanding anything to the contrary contained herein, if the insurance proceeds actually paid for any such damage or destruction are insufficient to pay for such repair or restoration in full, then either

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Tenant shall not perform any alterations to the Premises other than the Minor Tenant Alterations (the "Major Tenant Alterations") without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If Landlord consents to Major Tenant Alterations, it may impose such reasonable conditions with respect thereto as Landlord deems appropriate including, without limitation, requiring Tenant to furnish to Landlord for its approval prior to commencement of any work or entry by Tenant's contractors into the Premises, security for the payment of all costs to be incurred in connection with any such Major Tenant Alterations, insurance against liabilities which may arise out of the Major Tenant Alterations and plans and specifications and permits necessary for the Major Tenant Alterations. Subject to prior approval from the city, the landlord, and the other tenants in the building, Tenant may paint a mural on the North face of the building adjacent to and facing the parking lot. The entire North and west facing side of the building will also be required to be painted to landlords specifications. This will be the tenant's responsibility. Prior to termination of the lease, Tenant shall be required to remove the mural and repaint the entire west and north side of the building.

Upon completion of any major Tenant alterations, Tenant shall deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services and materials sufficient to waive all rights to liens under the Illinois Mechanic's Lien law arising from the work done.

Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, or any of its officers, commissioners, agents, consultants, contractors or employees, harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses including, without limitation, court costs and reasonable attorneys' fees and expenses, arising in connection with its initial build out and any Major Tenant Alterations or Minor Tenant Alterations, including any liens for labor, services or materials furnished therefor.

All Minor Tenant Alterations and all Major Tenant Alterations done by Tenant or its contractors shall be done in a first-class, workmanlike manner using only good grades of materials and shall comply with all insurance requirements of Landlord and all applicable governmental laws, ordinances, codes, rules and regulations. Within thirty (30) days after substantial completion of any Minor Tenant Alterations or Major Tenant Alterations by or on behalf of Tenant, Tenant shall furnish to Landlord "as-built" drawings of such work.

18. Environmental Provisions.

(a) No Hazardous Substances. Landlord and Tenant shall not cause or permit any Hazardous Substance (hereinafter defined) to be used, stored, generated or disposed of on or in the Premises without first obtaining Landlord's prior written consent, except for the following: (i) the storage and use of such materials and cleaning products as are reasonably incidental to Tenant's use, so long as such storage and use is in minor amounts and is in accordance with applicable law and Tenant shall not store any such materials in bulk.

(b) Tenant Indemnity. Tenant shall indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord, and its officers, commissioners, employees, agents and representatives and the Premises harmless of, from and against any and all claims, damages, fines, judgments, clean up, removal or restoration costs, investigation expenses, penalties, costs, liens, liabilities or losses arising from the presence of any Hazardous Substance on or in the Premises caused by Tenant or its directors, officers, employees, agents, shareholders, partners, contractors, licensees or invitees or other parties under the control of Tenant or by Tenant's use of the Premises, during and for a period of two (2) years after the Term. This indemnity shall survive the termination of this Lease for a period of two (2) years after the Term.

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hereof is declared invalid, then this Lease shall be construed by the parties to provide for the intent of such provision in a form which shall be valid.

(d) **Waiver of Terms.** The waiver by the Landlord of any breach of the terms, covenants or conditions herein shall not be deemed a waiver of any subsequent breach.

(e) **Recording.** This Lease may not be recorded with the Recorder of Deeds of Kane County without the prior written consent of Landlord.

(f) **Survival.** Without limitation on any other obligations of Tenant or Landlord which shall survive the expiration or termination of this Lease, the parties' respective obligations to indemnify, defend and hold harmless the other party and others pursuant to any provisions of this Lease shall survive the expiration or termination of this Lease indefinitely, except as otherwise expressly provided herein.

(g) **Cumulative Remedies; Illinois Law.** The rights and remedies of Landlord and Tenant under this Lease are cumulative and none shall exclude any other rights or remedies allowed by law or equity. This Lease is declared to be an Illinois contract, and all of its terms shall be construed according to the internal laws of the State of Illinois.

(h) **Relationship.** Landlord and Tenant disclaim any intention to create a joint venture, partnership, agency or lender/borrower relationship.

(i) **Estoppel Certificate.** Tenant agrees that from time to time upon not less than ten (10) days' prior written request by Landlord, and Tenant agrees to use commercially reasonable efforts to cause any subtenant, licensee, concessionaire or other occupant of the Premises claiming by, through or under Tenant, to complete, execute and deliver to Landlord or Landlord's designee a written estoppel certificate certifying (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and setting forth the modifications); (b) the amounts of the monthly installments of Rent then required to be paid under this Lease; (c) the date to which Rent has been paid; (d) that to the best of Tenant's knowledge, Landlord is not in default under any of the provisions of this Lease, or if in default, the nature thereof in detail and what is required to cure same; and (e) such other information concerning the status of this Lease or the parties' performance hereunder reasonably requested by Landlord or the party to whom such estoppel certificate is to be addressed.

(j) **Tenant Authorization.** Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof.

(k) **Covenant of Quiet Enjoyment.** Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by Landlord during the Term as long as Tenant is not in default hereunder.

(l) **Notices.** All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the fifth (5th) business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

If to Landlord:

DPC Holdings, LLC- Series E Main Street

R

Vicicondi, Robert

From: rick coakley <coakleyrt@gmail.com>
Sent: Monday, December 16, 2024 1:57 PM
To: Vicicondi, Robert
Subject: Spa Bleu lease
Attachments: Spa bleu lease.pdf

[You don't often get email from coakleyrt@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Sent from my iPhone

Vicicondi, Robert

From: rick coakley <coakleyrt@gmail.com>
Sent: Monday, December 16, 2024 2:15 PM
To: Vicicondi, Robert
Subject: Spa Bleu

You don't often get email from coakleyrt@gmail.com. [Learn why this is important](#)

Heather Hazlett
Heather@spa-bleu.com

[REDACTED]

Dianna Robinson
Dianna@spa-bleu.com

[REDACTED]

Laura Pruss
Laura@spa-bleu.com

[REDACTED]

Aneta Kupiec
Aneta@spa-bleu.com

[REDACTED]

Sent from my iPhone

Tammy Coakley
Tammy@spa-bleu.com

[REDACTED]

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MASSAGE EASE YOUR BODY'S SOUL

Each massage will start with an Aveda foot soak and will be followed by a consultation. The massage will then be customized according to the timeframe you choose. You must be 18 years or older to receive this service. If you are expecting you must be in your second trimester to receive a massage at Spa Bleü.

Aveda Aroma Massage

| | |
|--------|--------|
| 30 MIN | \$102+ |
| 60 MIN | \$126+ |
| 90 MIN | \$1. |

BOOK NOW

CBD can provide many benefits. It has stress-reducing, pain-relieving, moisturizing properties and can assist in reducing inflammation and minor aches and pains.

Reiki

| | |
|--------|--------|
| 30 MIN | \$100+ |
| 60 MIN | \$123+ |
| 90 MIN | \$169+ |

Reiki is a pleasant and effective tool to aid with stress reduction and relaxation. When the body and mind is relaxed, the body can work on repair and healing.

Please plan to wear loose fitting clothing to your appointment. Not available with all therapists.

| | 30 MIN | 60 MIN | 90 MIN |
|----------------------------|---------------|---------------|---------------|
| Aveda Aroma Massage | \$102+ | \$126+ | \$171+ |

Stress, muscle tension and lack of energy can all be addressed with a customized massage where you determine the amount of time you want to spend on your treatment. After a thorough consultation, your massage therapist will provide you with the best combination of products, personalized Aveda aromas and massage techniques, which can include Swedish/relaxation, deep tissue, foot reflexology, acupressure, chakra techniques, subtle energy work, pregnancy massage or hot stone—the possibilities are limitless.

| | | | |
|--|---------------|---------------|---------------|
| Fusion Stone MassageSM | \$112+ | \$136+ | \$181+ |
|--|---------------|---------------|---------------|

A customized massage with warm stones for deep relaxation of the muscles and the aromatic power of Aveda pure flower and plant essences.

| | | | |
|--------------------------|---------------|---------------|---------------|
| Maternity Massage | \$112+ | \$136+ | \$181+ |
|--------------------------|---------------|---------------|---------------|

The benefits of pre-natal massages are well documented, and many women make use of them to help relieve the pains and stresses associated with pregnancy. Pregnancy massages may help reduce cramping, tension, swelling, headaches, fatigue and stiffness as well as having an overall calming effect on nerves. NOTE: Can only be booked after first trimester.

| | | | |
|----------------------------|---------------|---------------|---------------|
| Deep Tissue Massage | \$112+ | \$136+ | \$181+ |
| CBD-Infused Massage | \$112+ | \$136+ | \$181+ |

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116 W. Main St.

St. Charles, IL 60174

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FACIALS

TULASARA™ FACIAL TREATMENTS

Dry, oily, aging, uneven, sensitive and acneic skin conditions and eye concerns can all be addressed with a customized Tulasara™ facial treatment. After a thorough consultation, your skin therapist will provide the best combination of products, personalized Aveda aromas and techniques and design a customized treatment that will move your skin toward balance and reveal its natural beauty. Facial treatments are recommended on a weekly or monthly basis to achieve and maintain optimal results. Your skin therapist will develop a comprehensive treatment plan designed to meet your individual needs and expectations.

90 min

\$171-\$181

Customized facial with 30 minutes of intensive work on one area of focus or additional work on a second focus.

BOOK NOW

Advancing the science of chemical peels, this professional facial treatment helps retexturize skin; smooth fine, dry lines; refine the look of pores; and restore radiance. Safe for acneic skin conditions, the Perfecting Plant PeelSM can be performed as a standalone treatment or added to any other facial treatment (add on \$47 to any facial) any time skin needs the exfoliation and radiance benefits of a 30% glycolic peel procedure with less of the associated redness and irritation.

LED Therapy Facial

90 min | \$190-\$200

LED Therapy is painless, non-ablative, non-invasive and does NOT emit UV rays. LED helps to even skin tone, shrink large pores and smooth texture. Each one of the LED lights have a different benefit that can be discussed during your consultation.

FACIAL ADD-ONS

LED Therapy

15 min | \$25

LED Therapy is painless, non-ablative, non-invasive and does NOT emit UV rays. LED helps to even skin tone, shrink large pores & smooth texture. Each one of the LED lights have a different benefit that can be discussed during your consultation.

Energizing Eye Treatment

\$25

Facial Cupping

15 min | \$30

Helps lift skin and reduce puffiness.

Dermaplaning

15 min | \$30

Exfoliation of dead skin and removal of peach fuzz

The "+" sign indicates price variations among service providers based on education and experience. Price varies.

Spa Bleü is proud to be a Green Circle Salon. A \$1 eco-fee will be charged to each service. **[Learn more \(/about/spa-bleu-gives-back/\)](#)** about Green Circle Salons.

A 3% service fee will be added to all tickets upon checkout

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WEST DUNDEE

106 N. Second Street

West Dundee, IL 60118

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SOUTH BARRINGTON

100 W. Higgins, F-80

South Barrington, IL 60010 847.783.0703 (tel:+18477830703)

ST CHARLES - COMING SOON

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