

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) _____
Recommendations of Boards, Commissions & Committees (Green) _____
Other Business (Pink) _____
Waiver of First Requested

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: June 7, 2006 (B of T) Date: June 15, 2006

TITLE: Downtown Retail Business Grant - 130-132 W. St. Charles Road (A La Mode Ice Cream Shop)

SUBMITTED BY: The Department of Community Development *WAK*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing signatures of the Village Manager and Director of Community Development on an Agreement authorizing the disbursement of funds from the Downtown Retail Business Grant Program in an amount not to exceed \$20,000. (DISTRICT #1)

Although the Economic and Community Development Committee meeting of June 6, 2006 was cancelled due to a lack of a quorum, staff was able to contact four of the six committee members to verify their support for the grant application.
Please place this item on the June 16, 2006 Board of Trustees consent agenda with a recommendation for approval.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X

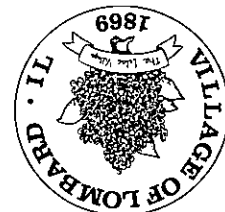
Finance Director X

Village Manager X

Date _____
Date _____
Date _____
W.T. Lichter

6/9/06

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *CAH*

DATE: June 15, 2006

SUBJECT: Downtown Retail Business Grant; 130-132 W. St. Charles Road

BACKGROUND

The Community Development Department has received an application for the Downtown Retail Business Grant Program for A La Mode Ice Cream Shop, to be located at 130-132 W. St. Charles Road (most recently occupied by That's 'N Ice). The submitted plans are for renovation of the tenant space with a total estimated cost in excess of \$40,000.

The applicant is eligible to receive up to \$20,000 from the Downtown Retail Business Grant program. Grants up to \$10,000 are approved administratively by the Economic and Community Development Committee. All grants above \$10,000 must be approved by the Village Board.

Although the EDC meeting of June 6, 2006, was cancelled due to a lack of quorum, staff was able to contact four of the six committee members to verify their support for the grant application.

ACTION REQUESTED

Staff recommends that the Village Board approve a resolution authorizing signatures of the Village Manager and Director of Community Development on an Agreement authorizing the disbursement of funds from the Downtown Retail Business Grant Program in an amount not to exceed \$20,000 for the property located at 130-132 W. St. Charles Road.

RESOLUTION _____ 07

**A RESOLUTION AUTHORIZING SIGNATURES OF THE VILLAGE
MANAGER AND THE DIRECTOR OF COMMUNITY DEVELOPMENT ON AN
AGREEMENT AUTHORIZING THE REIMBURSEMENT OF FUNDS FOR A
DOWNTOWN RETAIL BUSINESS GRANT FOR THE PROPERTY LOCATED
AT 130-132 W. ST. CHARLES ROAD**

WHEREAS, the Village is an agent for disbursement of funds for the Downtown
Downtown Retail Business Grant Program under the authority granted by the Village
Board and will provide monetary grants to qualified property owners in the Lombard
Downtown Tax Increment Financing (TIF) District and the Lombard St. Charles TIF 1
West District to increase the economic viability of Downtown Lombard by attracting
targeted retail businesses and assisting existing businesses (hereinafter referred to as the
"Program"); and,

WHEREAS, Donna Gialo, Mike Occhipinti, and Dimitris Nacopoulos
(hereinafter referred to collectively as "Owner"), wish to participate in the Program for
renovation of the tenant space located at 130-132 W. St. Charles Road, Lombard, Illinois
as A La Mode Ice Cream Shop (hereinafter referred to as the "Project"); and,

WHEREAS, the Project will complement and support the Village's plans to
maintain a quality Downtown;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS,
as follows:

SECTION 1: That the Village shall provide Owner with a grant in an amount not
to exceed \$20,000 pursuant to the Program (hereinafter referred to as the "Grant"). Such
Grant shall be available to Owner upon the authorization of the Village's Director of
Community Development, after receipt of satisfactory evidence that the Project has been
completed and Owner has paid all invoices for labor and materials in connection
therewith.

SECTION 2: The Owner agrees that the Project will be performed in accordance with the submitted Business Plan and Project costs, attached as Exhibit "A" and made a part hereof.

SECTION 3: The Owner will comply with the following/taking the following actions in connection with the Project:

a. Comply with all regulations and standards of the Program and all applicable building codes of the Village.

b. Take all reasonable action to assure completion of the Project within six (6) months from the date of execution of this Agreement. Failure to complete the Project within six (6) months from the date of the adoption of this Ordinance shall result in forfeiture of the Grant.

c. Allow inspection of the Project by authorized employees of the Village to assure compliance with federal, state, and local regulations related to the Grant, as well as compliance with applicable building codes of the Village.

d. Maintain the financial records that pertain to the Project, and allow access thereto by authorized employees of the Village. At a minimum, all contracts, change order, bills, invoices, receipts, cancelled checks and partial and final waivers of liens shall be maintained and made available to the authorized employees of the Village.

e. Submit copies of all final waivers of lien, cancelled checks and invoices related to the Project to the Department of Community Development.

SECTION 4: The Owner agrees to maintain the business at 130-132 W. St. Charles Road in accordance with all Village codes and ordinances and agrees not to substantially change the use of the interior space of the building for which this Grant was received for a period of not less than three (3) years from the date of this Agreement.

SECTION 5: The Owner agrees that this Agreement may be duly recorded against the property located at 130-132 W. St. Charles Road to serve notice upon future purchasers, assigns, estate representatives, successors, mortgages, and all other interested persons of the conditions outlined in this Agreement.

SECTION 6: The Village may suspend or terminate this Agreement if the Owner fails to comply with any of the terms of this Agreement. In the event of suspension or termination, the Business Owner shall be required to repay any amount of the grant disbursed.

SECTION 7: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 8: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2006.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2006.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

Business Plan

A La Mode



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1.0 Executive Summary

A La Mode will sell hard scoop ice cream as its primary product in addition to soft drinks and ice cream accompaniments.

"The first official account of ice cream comes from a letter written in 1744 by a guest of Maryland Governor William Bladen. The first advertisement for ice cream in this country appeared in the New York Gazette on May 12, 1777, when confectioner Philip Lenzi announced that ice cream was available "almost every day. In the 1940's through the '70s, ice cream production was relatively constant in the United States. Now, specialty ice cream stores and unique restaurants that feature ice cream dishes have surged in popularity. These stores and restaurants are popular with those who remember the ice cream shops and soda fountains of days past, as well as with new generations of ice cream fans." (IDFA-International Dairy Foods Association)

Because Ice Cream is not a "fad" item, it is preferred by adults and children of all ages and ethnic backgrounds.

A La Mode will be located in downtown Lombard on West St. Charles road.

1.1 Objectives

To rebuild an existing privately-owned retail space in downtown Lombard (approx. 1800 sq ft).
To produce a net profit of at least \$50,000 by the third year of operation.
To sell 30 different flavored hard scoop ice cream.
To sell other products such as soft drinks and ice cream accompaniments.

1.2 Company Features

A La Mode will sell 16 flavors of hard scoop ice cream along with soft drinks and ice cream creations. The 16 flavors will rotate throughout the year to include seasonal flavors along with "specialty purchase" flavors. Although some of the popular favorite flavors will remain constant, such as chocolate, vanilla and strawberry.

Retail customers will be in mid-to-high income brackets and will range in age from children to adults.

1.4 Keys to Success

- The business will be located on a main street in downtown Lombard near several condominium complexes and will also generate business produced from Lombard's "cruise nights."
- Product quality will include a large variety of hard scoop ice cream along with ice cream creations and accompaniments.
- Each month a special flavor will be offered, but will not be included in the "regular" flavor line (ie: flavor of the month), which encourage customers to come in often to check out the new flavor offerings.
- Business has the potential for expansion of product line including gourmet coffees and candy.
- The Village of Lombard experiences warm to hot weather approximately 7 months of the year.
- Two-way traffic on St. Charles road generates a great deal of vehicles on a daily basis.

2.0 Company Summary

A La Mode will be known for selling hard-scoop ice cream in 16 different flavors to children and adults in Lombard, Illinois. A La Mode will be known for offering a special flavor each and every month, along with specialty holiday and seasonal items. Other products will include soft drinks, ice cream creations, and ice cream accompaniments.

2.1 Start-up Summary

Start up cost will be approximately \$40,000, which will include facility construction, city permits, and other expenses associated with opening this business. The start-up costs will be self financed. See Appendix A for detailed information regarding the breakdown of costs.

2.2 Company Locations & Facilities

A La Mode will be located in the downtown business district of Lombard, Illinois at 130-132 W. St. Charles Road. This area has a moderate to high volume of traffic on a daily basis. It is nearby the Lombard train station as well as several surrounding condominium complexes and single family homes with mid-to-high income levels. The area also has a very high traffic flow on Saturday evenings during the summer months (June-Sept.) due to "Cruise Nights."

3.0 Products

Main products to be sold through A La Mode will be hard-scoop ice cream, soft serve frozen yogurt, gelato and ice cream creations, such as milk shakes and sundaes. Other products will include soft drinks, and ice cream accompaniments (ie: cakes, cookies, etc.)

The ice cream will be served in ice-cream cones or served sundaes style topped with ice cream syrups and sprinkles. Approximately 16 different ice cream flavors will be sold, along with a special "flavor of the month" including, but not limited to:

Chocolate, Vanilla, Strawberry, Chocolate Chip, Mint Chocolate Chip, Rocky Road, Strawberry Cheesecake, Cookie Dough, Cookies n' Cream, assorted Sorbets and assorted flavors of frozen yogurt.

3.1 Competitive Comparison

No other business in the downtown Lombard area specifically caters to the hard-scoop ice-cream market. Prices will be competitive with other business who sell soft-serve ice-cream. The largest competitor is several blocks away, but only serves soft-serve ice-cream.

3.2 Sales Literature

Sales literature to be distributed to the general community will include flyers, advertisement in the local newspaper (Lombardian), and other print media, such as coupons and gift certificates.

3.3 Sourcing

A La Mode will purchase products from Fox Valley Farms, which distributes high-quality ice-cream and ice-cream accompaniments. All equipment and supplies are available through local distributors, such as Schweppes and March Equipment.

3.4 Future Products

It is anticipated that coffees, espresso and gourmet hot chocolates will be included in A La Mode's product line. Additionally, seasonal ice-cream flavors will be added to coincide with certain holidays and seasons. Some examples include Pumpkin Pie for the fall and Peppermint for the winter.

4.0 Market Analysis Summary

Lombard is fairly large suburb consisting of approximately 40,000 residents. The location of A La Mode is very accessible for all residents as it is located on the busy street of St. Charles road. Additionally, it is very accessible from the downtown train station, and surrounding towns such as Villa Park and Glen Ellyn.

A La Mode is an ideal business for Lombard given both the potential market segment and location. Utilizing averaged priced units (\$2.00) for ice cream cones and other products to be sold, the ice-cream business has the potential market of \$104,446 gross sales by the 2nd year of operations.

4.1 Market Segmentation

According to Mintel International's (Chicago) "The U.S. Ice Cream Market" report, ice cream is loved universally. The market grew nearly 24% between 1998 and 2003, not surprising considering 93% of all households surveyed consume ice cream products. Yet, households with children are lead consumers of ice cream, with 34% of such households consuming four or more quarts of ice cream per month. The future for ice cream looks bright for such a mature market, with sales projected to grow 7% in constant prices from 2003 to 2008. Factors influencing this growth include trends toward both super-premium products and low-calorie, low-sugar and low-carb products."

Based on this information, it is anticipated that the frozen dessert market will continue to grow in both the "regular" ice-cream markets (full fat) and the low-fat/low-sugar markets. Therefore, A La Mode will be able to target both types of consumers with a product line that includes ice-cream as well as frozen-yogurt.

A La Mode will target all segments of Lombard's population: children, teenagers, and adults.

4.2 Target Market Segment Strategy

A La Mode will target all income levels of consumers who want to have a high quality dessert for moderate prices. The product sold through A La Mode will offer every type of consumer an old-fashioned treat.

4.3 Industry Analysis

One of the strongest trends today is Americans' desire for comfort. Whether it's manifesting in the boom in home redecorating or the growing interest in home cooking, it's clear consumers are looking for things that feel safe, familiar, happy. Ice cream fits nicely with this desire for comfort. "Everybody loves ice cream," points out Lynda Utterback, publisher of *The National Dipper*, a retail ice cream trade publication based in Rolling Meadows, Illinois. "People have good memories related to it, like walking to the local store as a kid on a hot summer day to get ice cream." Also boosting the trend are families, typically a captive audience for ice cream retailers. "It's a very affordable treat—people can take their families to an ice cream store and spend just \$10 or \$12. They can't do that at a baseball game or a movie theater," says Utterback. "Then they sit down at a table and visit with each other, so it's a family-oriented outing." This experience—spending time with family and friends and eating comfort food—has become a very important part of our society again," says Chris Prasitka, vice president of operations for Carvel. "We're seeing a lot of family outings, going to the ice cream shops—these types of activities [are resurging]." "People go out to eat ice cream when they're looking for an indulgence and an experience, and we provide an environment that caters to that need for them. The popularity of ice cream is so strong, even the anti-fat movement and national obsession with counting calories isn't enough to deflate it. "When [consumers] want dessert, they're going to save up the calories and have the kind of ice cream treat they want," Utterback says. "The premium and super-premium brands are selling better than the low-fat ice creams are. When people want dessert, they go for the good stuff." Regardless of whether they're going for a family excursion or a personal treat, whether they're ordering fresh-made with mix-ins or themed cakes, people love ice cream. "Ice cream is an amazing product. About 90 percent of the total population eats ice cream," Wenz says. "I can't think of any product but water you make that claim about."

The potential success for selling ice cream is attributed to the following:

1. The owners have owned and operated an ice-cream shop previously, which had been successful, therefore experience will play a key roll in this operation.
2. A La Mode will offer consumers one of "America's favorite treats"
3. Ice Cream has a relatively low cost and is easy to serve, which will keep speed of service at optimum levels to keep up with high-traffic volumes.
4. Ice Cream is a product that has a yielded a considerable profit in terms of cost to sales.
5. Ice Cream is an ideal product for all consumers of any age.

4.4 Main Competitors

Market research conducted in Lombard did surface a few other ice-cream shops, however, it was difficult to locate within close proximity an ice-cream shop that served hard-scoop ice cream. The closest ice-cream competitor is Dairy Queen located on Main Street, however, not only is the store not located in the downtown area, it also only offers treats made with soft-serve ice-cream. Prices range from \$1.49 to \$5.79.

Other competitors that exist nearby are Café 101, located on the southwest corner of Park Ave., and St. Charles Road, which specializes in coffee and offers gelato; and That's n Ice which is located about a mile away and offers Italian Ice, gelato, and ice cream.

Distribution of A La Mode ice cream will be through the business facility only. It is anticipated that a small portable freezer will be purchased to allow participation in community events, such as the Taste of Lombard, and other Lombard celebrations.

5.2 Positioning Statement

A special marketing program will also be incorporated by offering special coupon prices for nearby restaurants, village pool, and gas stations to customers who purchase their products. A La Mode's overall marketing strategy will be to create an image of offering a traditional American treat of quality hard scoop ice-cream and excellent service. The business will be located in a high traffic area of Lombard. Customers will be reached through advertisements, newspaper ads, and through its grand opening ceremonies.

5.1 Marketing Strategy

A La Mode is planning for slow growth by expanding flavors and additional products in the later part of year one and in year two of operation.

5.0 Strategy and Implementation Summary

- That's N Ice
 - Strengths:* The main strength of That's N Ice is that it offers Italian Ice.
 - Weakness:* The location of That's N Ice does not offer as much walk-by traffic as being in a downtown location.
 - Café 101
 - Strengths:* The main strength of Café 101 is that it has a prime location on the corner of St. Charles and Park Ave near the train station.
 - Weaknesses:* The primary weakness is that it does not sell hard scoop ice cream and does not have a large variety of flavor offerings of gelato.
 - Dairy Queen
 - Strengths:* The main strength of Dairy Queen is that is a long time business on a busy street corner of Lombard and has reasonable prices.
 - Weaknesses:* The primary weakness is that it does not sell hard scoop ice-cream but rather plain soft-serve ice cream that must be blended with chopped candy or other artificial flavorings to offer variety. Therefore, a sundae can only be made with chocolate or vanilla ice-cream not with Chocolate Chip or Rocky Road.
- Additionally, a new pizza place a few store fronts down that is said to be serving ice-cream, however, the store is not open yet and it was difficult to find information on the ice-cream offerings. The following are strengths and weaknesses of each:

5.3 Pricing Strategy

A La Mode ice cream will be offered at the following prices. Products will be sold on a cash or credit card basis.

5.4 Promotion Strategy

A La Mode will promote ice cream to customers by:

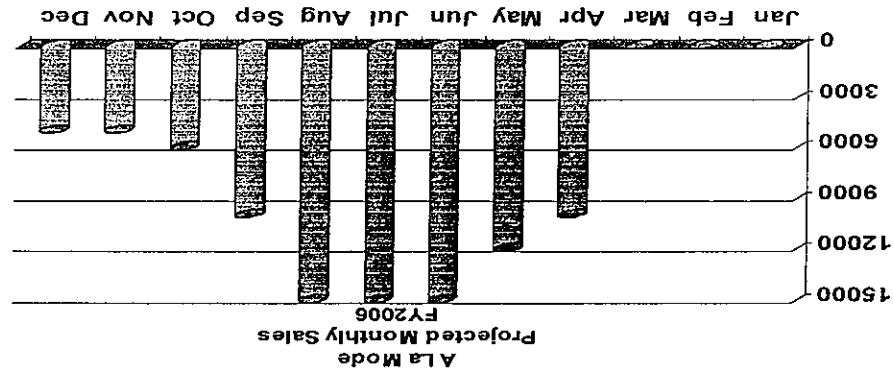
1. Flier distribution to consumers' homes within a five mile radius.
2. Newspaper advertisements will be purchased in the local newspapers.
3. A La Mode will offer discounts to recreational groups such as children/adult team sport programs (ie: baseball, football, cheerleading, etc.)
4. Promotional products during its grand opening.
5. Promotional coupons distributed at the local train station.

5.5 Sales Strategy

The sales strategy will be directly linked to marketing programs since all sales will be through the business facility only.

5.6 Sales Forecast

Consumer sales are anticipated to start in April, 2006 or sooner if construction is completed, with a grand opening anticipated by then. Sales and unit costs for the first six months of 2006 are shown in the sales forecast as projected numbers. As indicated, primary sales will occur during the peak warm weather months as noted in the following chart and table.



6.0 Management Summary

A La Mode will hire two to three employees to assist in the business. A La Mode will require minimum daily supervision after it has been established.

6.1 Organizational Structure

The owners will have two to three additional employees to assist in the business of daily operations of serving customers. The owners will handle all other business functions.

6.2 Management Team

Dimitris Nacopoulos , Mike Occhipinti and Donna Gialo are the three owners under the corporation of DMD Financial. Dimitris and Mike have spent the past 10 years as partners operating a successful ice-cream shop located in Rochelle, IL. Donna Gialo brings accounting and business administration experience to the partnership. All three owners will oversee the business daily as all reside in Lombard.

The owners have also operated their own successful businesses outside of the ice cream industry. They have valuable business knowledge and a great deal of experience with business planning, organization, working with the public, advertising, leadership, and overall business operations.

6.3 Personnel Plan

Monthly personnel cost estimates are included in the following table.

Personnel Plan	2006	2007	2008
Employees	36,000	40,000	45,000
Owners	5,000	7,000	9,000
Total People	4	4	4
Total Payroll	41,000	47,000	54,000

6.4 Design and Development

The current leased location needs rebuilding due to a fire that took place by a prior business operation in 2005. Final Engineering and Architectural plans have been submitted to the Village of Lombard for permit approval. Therefore, once the plans have received approval and permit, construction will begin.

Some of the difficulties that A La Mode may run into during rebuilding may be the additional costs of electrical wiring to support the new equipment since the building is quite old.

Some of the risk factors associated with a new business is that itself. The initial investment is it's own risk along with potential building complications and additional unplanned expenses.

The current estimated cost for A La Mode's portion of the rebuild is approximately \$20,000, which will include:

1. Two new bathroom facilities, tile floor, paint, trim, plumbing work
2. All new lighting fixtures
3. Painting of entire facility
4. New flooring throughout-tile & laminate (laminated in kitchen areas).

7.0 Financial Plan & Assumptions

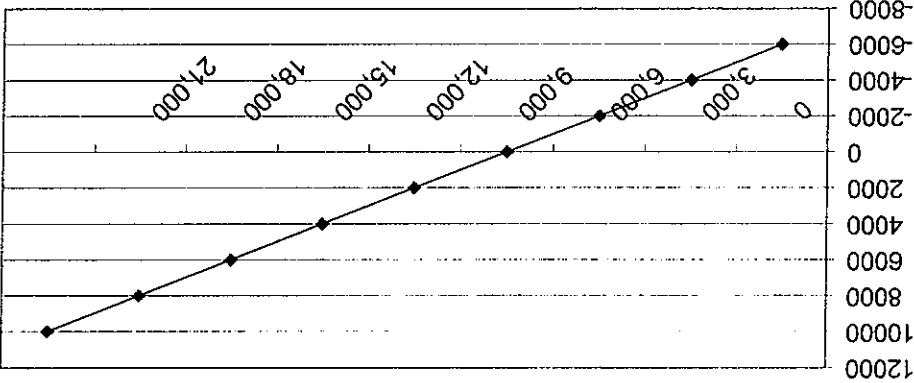
A La Mode is planning on financing growth through cash flow. This may mean that growth will come slowly.

Monthly sales are the largest indicator for businesses. With A La Mode, there are some seasonal variations with the months of May through September being the highest sales months, and then with October through April being low sales months.

7.1 Break Even Analysis

The following table and chart show the current break-even analysis. The operation will require sales of approximately \$9,000 monthly to break even in the first year of operation.

Break Even Analysis



Break-even point=where line intersects with 0

Break-even Analysis			
Monthly Units Break Even	3,000		
Monthly Revenue Break Even	\$ 9,000		
Assumptions			
Average Per Unit Revenue	\$ 3.00		
Average Per Unit Vairable Cost	\$ 1.00		
Estimated Monthly Fixed Cost	\$ 3,000		

A La Mode- Projected Profit & Loss FY2006, 2007, 2008

	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Jun 06	Jul 06	Aug 06	Sep 06	Oct 06	Nov 06	Dec 06	TOTAL
Ordinary Income/Expense													
Income													
Sales				10,000	12,000	15,000	15,000	15,000	10,000	6,000	5,000	5,000	93,000
Cost of Goods Sold				3,000	4,000	5,000	5,000	5,000	3,000	2,000	2,000	2,000	31,000
Gross Margin				7,000	8,000	10,000	10,000	10,000	7,000	4,000	3,000	3,000	62,000
Expense													
Advertising				400	400	400	400	400	200	200	200	200	2,800
Equipment				4,000	-	-	-	-	-	-	-	-	4,000
Insurance				100	100	100	100	100	100	100	100	100	900
Licenses and Permits				1,000	-	-	-	-	-	-	-	-	1,000
Office Supplies				500	50	50	50	50	50	50	50	50	900
Payroll Expenses				4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	36,000
Postage and Delivery				50	50	50	50	50	50	50	50	50	450
Professional Fees				50	50	50	50	50	50	50	50	50	450
Rent				1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	9,450
Telephone				60	60	60	60	60	60	60	60	60	540
Gas, Electric, Garbage				100	100	100	100	100	100	100	100	100	900
Depreciation				200	200	200	200	200	200	200	200	200	1,800
Total Expense				11,510	6,060	6,060	6,060	6,060	5,860	5,860	5,860	5,860	59,190
Net Ordinary Income				(4,510)	1,940	3,940	3,940	3,940	1,140	(1,860)	(2,860)	(2,860)	2,810
Other Income/Expense													
Other Expense				-	-	-	-	-	-	-	-	-	-
Total Other Expense				-	-	-	-	-	-	-	-	-	-
Net Other Income				-	-	-	-	-	-	-	-	-	-
Net Income				(4,510)	1,940	3,940	3,940	3,940	1,140	(1,860)	(2,860)	(2,860)	2,810

	Jan-Dec '07	Jan-Dec '08
	120,000	128,400
	35,650	38,146
	84,350	90,255
	-	-
	3,500	3,745
	500	500
	1,000	1,070
	500	500
	1,035	1,107
	49,000	52,430
	625	562
	500	535
	12,500	12,600
	780	835
	1,335	1,428
	2,500	2,675
	73,775	77,987
	10,575	12,267
	-	-
	-	-
	-	-
	-	-
	10,575	12,267

**A La Mode
Projected Cash Flow 2006-2008**

	2006	2007	2008
Cash Received			
Cash from Operations	93,000	120,000	128,400
Cash Sales	-	-	-
Cash from Receivables	93,000	120,000	128,400
Subtotal Cash from Operations	93,000	120,000	128,400
Additional Cash Received			
Sales Tax, Received	-	-	-
New Current Borrowing	-	-	-
New Other Liabilities (Interest Free)	-	-	-
New Long Term Liabilities	-	-	-
Sales of Other Current Assets	-	-	-
Sales of Long Term Assets	-	-	-
New Investment Received	-	-	-
Subtotal Cash Received	93,000	120,000	128,400
Expenditures			
Expenditures from Operations	90,190	109,425	116,133
Cash Spending	-	-	-
Payment of Accounts Payable	90,190	109,425	116,133
Subtotal Spent on Operations	90,190	109,425	116,133
Additional Cash Spent			
Sales Tax	-	-	-
Principal Repayment of Current Borrowings	-	-	-
Other Liabilities Principal Repayment	-	-	-
Long-term Liabilities Principal Repayment	-	-	-
Purchase Other Current Assets	-	-	-
Purchase Long Term Assets	-	-	-
Dividends	-	-	-
Subtotal Cash Spent	90,190	109,425	116,133
Net Cash Flow	2,810	10,575	12,267
Cash Balance	2,810	13,385	25,652

A La Mode Proj. Cash Flow

**A La Mode
Balance Sheet**

	Jan-Jun '06	Jul-Dec '06	2007	2008
Assets				
<u>Current Assets</u>				
Cash	600	2,210	13,385	25,652
Inventory	400	450	550	550
Other Current Assets	-	-	-	-
Total Current Assets	1,000	2,660	13,935	26,202
<u>Long-term Assets</u>				
Long-term Assets	20,000	20,000	20,000	20,000
Accumulated Depreciation	600	2,400	2,400	2,400
Total Long Term Assets	19,400	17,600	17,600	17,600
Total Assets	20,400	20,260	31,535	43,802
Liabilities and Capital				
<u>Current Liabilities</u>				
Accounts Payable	800	4,680	6,150	6,150
Current Borrowing	-	-	-	-
Other Current Liabilities	-	-	-	-
Subtotal Current Liabilities	800	4,680	6,150	6,150
Long-Term Liabilities	-	-	-	-
Total Liabilities	800	4,680	6,150	6,150
<u>Paid-in Capital</u>				
Retained Earnings	19,000	19,000	19,000	19,000
Earnings	-	1,370	2,810	13,385
Total Capital	19,000	20,370	32,385	44,652
Total Liabilities and Capital	21,170	26,490	38,535	50,802
Net Worth	20,370	21,810	32,385	44,652

A La Mode Proj. Balance Sheet

COMMERCIAL LEASE

Form A140

This lease is made between
Thomas J. Masterson
of 27 W 028 W. 1st, Winfield, IL 60190
herein called Lessor, and
of
, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Lombard
County of DuPage, State of IL
described as

, upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of three (3) years, commencing
May 1st, 2006, and terminating on April 30th, 2009, or sooner as pro-
vided herein at the annual rental of \$24,000.00 (see Exhibit A)
(), payable in equal installments in advance on the
first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to
Lessor, at the address specified above, 108 W. St. Charles Rd, Lombard, IL 60148

2. Use. Lessee shall use and occupy the premises for
. The premises shall be used for no other purpose. Lessor represents that the premises may law-
fully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless
otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe
condition, including plat glass, electrical wiring, plumbing and heating installations and any other system or equip-
ment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal
wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, struc-
tural foundations, and:

, which shall
be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such
as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, addi-
tions, or improvements, in, to or about the premises. See Exh. 5, 6, 7 B, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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

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

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

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable
times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within
sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease"
signs, and permit persons desiring to lease the same to inspect the premises hereafter.

9. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall
not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable
for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within
days of the commencement of the term hereof.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: *See Exhibit C*

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



ZBHO

(Revised 1/95)

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses. 13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than ten (10) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Four thousand one hundred dollars \$4,100.00 Dollars (\$4,100.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to $6\frac{2}{3}\%$ of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area. 18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

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

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

22. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of thirty (30) months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$4,100.00 per month. The option shall be exercised by written notice given to Lessor not less than thirty (30) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

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

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

Signed this 28 day of Apr 1 19 2006

By: Donna M. Grabe Lessor
By: [Signature] Lessee

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EXHIBIT A

First year,
May 1st, 2006 to April 30, 2007, Annual Rent is Twenty thousand five hundred dollars no/100 (\$20,500.00) payable in ten (10) installments of \$2,050.00 due: May 1st, 2006 - 10th day of the month

July 1st, 2006
August 1st, 2006
September 1st, 2006
October 1st, 2006
November 1st, 2006
December 1st, 2006
January 1st, 2007
February 1st, 2007
March 1st, 2007
April 1st, 2007

Second year,
May 1st, 2007 to April 30, 2008 Annual Rent is Twenty-four thousand six hundred dollars no/100 (\$24,600.00) payable in equal installments of \$2,050.00 due: May 1st, 2007

June 1st, 2007
July 1st, 2007
August 1st, 2007
September 1st, 2007
October 1st, 2007
November 1st, 2007
December 1st, 2007
January 1st, 2008
February 1st, 2008
March 1st, 2008
April 1st, 2008

Third year,
May 1st, 2008 to April 30, 2009 the annual rent is Twenty-five thousand five hundred dollars no/100 (\$25,500.00) payable in equal installments of \$2,125.00 due: May 1st, 2008

June 1st, 2008
July 1st, 2008
August 1st, 2008
September 1st, 2008
October 1st, 2008
November 1st, 2008
December 1st, 2008
January 1st, 2009
February 1st, 2009
March 1st, 2009
April 1st, 2009

Late Fees: Lessee will pay said rents in a manner and form herein specified, Lessee shall pay to Lessor the sum of \$25.00 per day as late fees for any rental payment unpaid to Lessor by the tenth (10th) day of the month

By James M. Gutzko date 4/27/09 Lessee
By [Signature] date 4/27/09 Lessor

date 4/27/09
date 4/27/09



EXHIBIT B

Lessee shall not make any alterations in or addition to the leased premises nor make any contract therefore without first procuring Lessor's written consent and delivering to Lessor the plans, specifications, names and addresses of contractors, copies of proposed contracts and the necessary permits, all in form and substance satisfactory to Lessor. All alterations, additions, improvements and fixtures, other than Lessee's trade fixtures, which may be made or installed by either Lessor or Lessee upon the leased premises shall be the property of Lessor and shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury at the termination of the term of this lease, whether by the lapse of time or otherwise, all without compensation or credit to Lessee, provided, however, if prior to said termination, or within fifteen (15) days thereafter, Lessor so directs by written notice to Lessee, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in the leased premises by Lessee and which are designated in said notice, and repair any damage occasioned by such removals, and in default thereof, Lessor may effect said removals and repairs and Lessee will pay to Lessor, on demand, the cost thereof with interest at the rate of eight percent (8%) per annum from the date of such removal by Lessor. Any inoleum or other floor covering that is cemented or otherwise adhesively affixed to the floor of the leased premises shall be deemed a non-trade fixture and become the property of Lessor. All trade fixtures that are attached to the leased premises with Lessor's written consent may be removed at the expiration of the tenancy hereby created provided the leased premises are restored by Lessee to the condition thereof prior to the attachment of such trade fixtures. All trade fixtures and other property not so removed by Lessee prior to the expiration of the tenancy shall become the property of Lessor.

SIGNS

Lessee shall not erect, install, display, inscribe, paint or affix any sign, lettering or advertising medium to upon or above the exterior of the leased premises or the building in which the leased premises are situated, nor to the interior glass surface of any entrance door or show window nor within any show or display window medium that shall be deemed objectionable to Lessor or a nuisance to other tenants, including, without limiting the generality of the foregoing, loud speakers, phonographs, and radio or television broadcasts which can be heard outside of the leased premises. Lessee shall not install any exterior lighting or plumbing fixtures, shades, awnings or any exterior decorations, or paintings, or build any fences or install any radio or television antennae, loud speaker, sound amplifiers, or similar devices on the roof or exterior walls of the building unless with the advance written consent of the Lessor.

by Donna M. Gentry date 4/5/00 by [Signature] date 4/5/00 by [Signature] date 4/22/00
Lessor
date 4/5/00

Commercial General Liability	\$2,000,000	General Aggregate	\$2,000,000
	\$2,000,000	Completed Operations Aggregate	\$2,000,000
	\$1,000,000	Occurrence	\$1,000,000
	\$ 50,000	Fire Damage	\$ 50,000
	\$ 5,000	Medical Payments	\$ 5,000
Workers Compensation	Statutory		
Employers Liability	\$500,000/\$500,000/\$500,000		
Additional Insured	Thomas J. and Cynthia A. Masterson		

By Dorothy G. Gable
Lessor
date 4/27/06 by _____
Lessor
date _____ by _____
Lessor
date 4/27/06

EXHIBIT D

\$2,200 per month for the first twelve (12) months May 1, 2009 to April 30, 2010

\$2,275 per month for months thirteen (13) through twenty-four (24) May 1, 2010 to April 30, 2011

\$2,350 per month for months twenty-five (25) through thirty-six (36) May 1, 2011 to April 30, 2012

By Thomas M. Gale date 4/26/06 by [Signature] date 4/26/06
Lessee
By [Signature] date 4/27/06
Lessee
By [Signature] date 4/27/06
Lessee

EXHIBIT E
Build out / Improvements

[Handwritten signatures and initials]
4/2/11

Lessee is responsible for all Build out and improvement costs and expenses except for the following which will be the expenses of the Lessor:

- 1) Perimeter, bathroom, furnace room and demising walls – metal studs, drywall, taping
- 2) Furnace, air conditioning unit and duct work for each unit as supplied by K & J Heating & Cooling cost not to exceed \$18,890.00
- 3) One (1) coat primer on perimeter, bathroom, furnace room, drywall ceiling and demising wall
- 4) Rear exterior door and furnace room doors
- 5) Two (2) awnings
- 6) Ceiling – drywall attached to existing ceiling rafters and taped
- 7) \$2,000 per bathroom payable when Lessee receives occupancy permit
- 8) Flooring \$3,000 per unit provided cost is more than \$3000 per unit. Payable when Lessee receives occupancy permit
- 9) Fire Alarm system (Lessee responsible for monitoring service)
- 10) Electrical work not to exceed \$22,000 as supplied by Oak Brook Electric, Inc
- 11) Maintenance, repair and replacement of above are the responsibility of the Lessee.



System Replacement
New Construction
Custom Design
Sheet Metal
Service

Tom Masterson
128 W. St. Charles
Lombard, IL 60148

Re: Estimate

Tom:

We will install two Trane 80,000 btu 80% efficient furnaces, two Trane 2.5 ton 13 seer condensers, lineset, slab, a-coil, programmable thermostat, and b-vent. We will also run spiral supply ductwork in the middle of each room with seven supply openings and one main return by furnace for the sum of \$8,645.

To upgrade furnaces to 92% efficient sealed combustion, we would add \$718 for each furnace.

Gas piping and electrical work to be done by others. Our schedule is out about two weeks, please let us know when you would like to be put on the schedule.

Please contact me if you have any questions.

Sincerely,

Kip Costenaro

3/21/00 plus 800 per unit
to meet Lombard Requirements

301 Stone, Villa Park, IL 60181
Phone: (630) 834-3456 • Fax: (630) 993-1222
website: www.KJHEATCOOL.com • e-mail: KJHEATCOOL@aol.com

Oak Brook Electric, Inc.

132 S. Misenhower Lane, Lombard, IL 60148

(630) 691-1121
(630) 691-1209 Fax
www.oakbrookelectric.com

April 18, 2006

Proposal #06-5716

Revised

Thomas J. Masterson and Company
128 West St. Charles Road
Lombard, IL 60148

Re: 130-32 West St. Charles Road

I have entered an amount and type of fixtures that I think will work on the drywall ceiling. If the fixtures change, there will be dollar changes. I have enclosed a cut sheet of the style of fixture I have suggested. We can use this as a budget until the exact fixture type and amounts are decided on. All fixture prices are now final at \$6,100.00 Fire Alarm pricing to follow as soon as I can procure them from a Fire Alarm vendor.

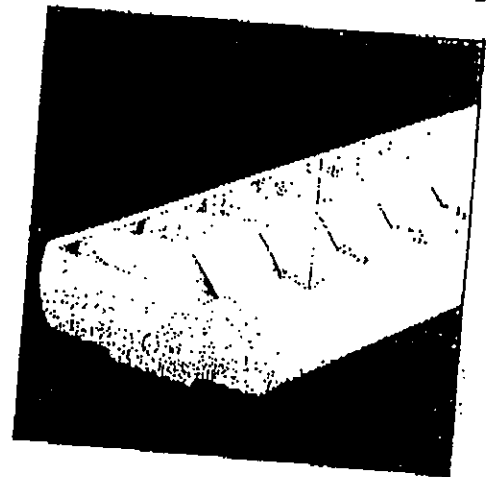
Oak Brook Electric will furnish material and labor to:

- Furnish and install thirteen (13) 2x4 fixtures and lamps with the description given on prints for the F1 fixtures.
- Furnish and install thirteen (13) four-lamp eight-foot surface mount fixtures on the drywall ceiling in lieu of the two by two lay-in fixtures that appear on the drawing. Two rows of three and one row of four fixtures.
- Furnish and install nine (9) down lights designated F3 on the drawings.
- Furnish and install two (2) BLM 2 battery lights.
- Furnish and install five (5) exit lights.
- Furnish and install all branch wiring for new fixtures and new receptacles.
- Furnish and install two (2) bathroom fan/light combinations in the bathrooms.
- Furnish and install extra receptacles not shown on the drawing. This includes two GFCI bathroom receptacles and perimeter receptacles as well as two ceiling mount receptacles for retail windows.
- Furnish and install power for two (2) gas furnaces and two (2) 30-amp two-pole condensing units.

Cost for this work \$ 20,661.00

No permit fees or plans for permit application are included for general electrical work or Fire Alarm. Also, any equipment that is not shown on this drawing is obviously not in this proposal price. I suspect there are requirements for the walk-in freezer we talked about as well as a possible hood fan or exhaust fans required by the tenant.

Sincerely,
Ted Bandur
Oak Brook Electric



Ordering Information

Series HL
Number of lamps 2, 4
Not included.
Example: TCA
For standard
length units, add
Prefix TCA

Lamp type
32 32W T8 (48")
40 40W T12 (48")
48 48W T12 slimline (48")
60 60W T12 slimline (48")
75 75W T12 slimline (96")
96 96W T12 slimline (96")
110 110W T12 800 mA (96")
96 96W T8 slimline (96")
96 96W T8 380 mA (96")

Shielding
(blank) 25° parallel
HL45 45° parallel
shielding

Other available.
MVOLT
120, 277, 347,
Voltage

Options
PSP luminous plastic side panels
CSA USA Certified
NOM NOM Certified (consult
Lithonia Lighting sales
representative)
500 pages list for other options &
accessories.

Example: HL 2 32 120 GEB PSP

Intended Use
Provides good general lighting. Popular in educational facilities and retail applications due to rugged construction and shielding options.
Features
Direct/indirect light distribution.
For surface or stem mounting, unit or row installation.
Die-formed steel, finished in high-gloss, baked, white enamel.
Steel louver assembly locks mechanically into V-section with compression latches. Suspends by service chains for easy maintenance.

Installation
Minimum two hangers required. For row installation, one hanger per fixture plus one per row required.
Listings - UL Listed (standard), CSA Certified or NOM Certified (see options).
Metal sides standard, luminous plastic side panels optional.
35° perpendicular shielding angle, 25° parallel shielding angle optional.
45° parallel shielding angle optional.

For product details and performance data, see the LITONIA LIGHTING
brochure or the on line catalog at www.lithonia.com

Accessories
(Order separately)
SO. Swivel-stem hanger. Specify length in 2" increments.
1B Ceiling spacer. Adjusts from 1 1/2" to 2 1/2" from ceiling.
DSH24 Double stem hanger for 48" fixtures.
HLTR 2-lamp top reflector for 100% downlight. One pair, 48" long.
ZHLTR 4-lamp top reflector for 100% downlight. One pair, 48" long.

Series	Lamps per cross section	Lamps per fixture	Width in. (cm)	Depth in. (cm)	Length in. (cm)
HL	2	4	13 (33.0)	5 1/4 (13.3)	48 (121.9)
HL	2	4	17 (43.2)	5 1/4 (13.3)	48 (121.9)
HL	2	4	13 (33.0)	5 1/4 (13.3)	96 (243.8)
HL	2	4	17 (43.2)	5 1/4 (13.3)	96 (243.8)
THL	2	4	13 (33.0)	5 1/4 (13.3)	96 (243.8)
THL	2	4	17 (43.2)	5 1/4 (13.3)	96 (243.8)

Availability and Dimensions

NOTES:

1. Compatible with 32W and 40W lamps only.





DIMITRIS NACOPoulos
424 N BROADVIEW AVE.
LOMBARD, IL 60148

70-2380/719
5200332974

1219

PAY TO THE
ORDER OF

Tom Masterson

DATE

4/27/66

\$ 205.00

Two thousand fifty +

00

100 DOLLARS

Security Features
Check for them



Fifth Third Bank
(CHICAGO)
CHICAGO, ILLINOIS

MEMO

Deposited 130/132

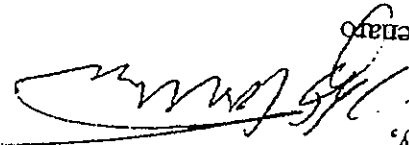
DF

⑆0719⑆3909⑆ 5200332974⑆ 1219

⑆214⑆

301 Stone, Villa Park, IL 60181
 Phone: (630) 834-3456 • Fax: (630) 993-1222
 website: www.KJHEATCOOL.com • e-mail: KJHEATCOOL@aol.com

3/21/00 plus 800 per unit
 to meet Lombard Requirements

Sincerely,

 Kip Costenaro

Please contact me if you have any questions.

Gas piping and electrical work to be done by others. Our schedule is out about two weeks, please let us know when you would like to be put on the schedule.

To upgrade furnaces to 92% efficient sealed combustion, we would add \$718 for each furnace.

We will install two Trane 80,000 btu 80% efficient furnaces, two Trane 2.5 ton 13 seer condensers, lineset, slab, a-coil, programmable thermostat, and b-vent. We will also run spiral supply ductwork in the middle of each room with seven supply openings and one main return by furnace for the sum of \$8,645.

Tom:

Re: Estimate

Tom Masterson
 128 W. St. Charles
 Lombard, IL 60148



System Replacement
 New Construction
 Custom Design
 Sheet Metal
 Service

Handwritten: \$19088

Handwritten: Ted Bandur
Oak Brook Electric
Sincerely,
Handwritten: Ted Bandur

Total adds this change order

Added two three gang switches for lighting and paddle fan controls.
Added four single pole switches for general lighting that did not appear on the last drawing.
One original duplex changed to an isolated ground dedicated receptacle.
Added two duplex receptacles at kitchen counter area.
Added separate circuit to one existing duplex receptacle.
Added material and labor to provide power for kitchen exhaust fan & by others.
Added two Voice/Data conduit runs only for wiring by others.
Added voice/data conduit sub down the wall for cabinet location.
Remove and relocate installed down lights

\$ 1,588.00

Original revised proposal price dated May 1st, 2006 with new drawings

Rec: Ciao Baby

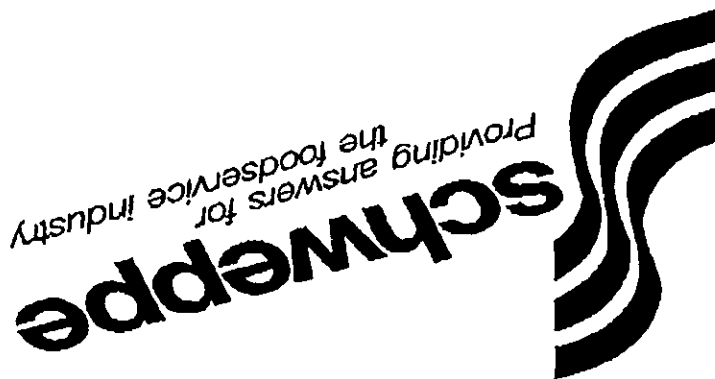
Thomas J. Masterson and Company
128 West St. Charles Road
Lombard, IL 60148

May 10, 2006

Proposal #06-5716-1

132 S. Eisenhower Lane, Lombard, IL 60148
(630) 691-1121
(630) 691-1209 Fax
www.oakbrookelectric.com

Oak Brook Electric, Inc.



MAR 30, 2006

QUOTE

Page 1 of 6
MVDS

Project:
D'S COOKING
ATTN DIMITRIS OR MICHAEL
LOMBARD, IL
(630) 921-9200 Fax: (630) 889-8046

To:

From:
Marc Victor
Schweppe & Sons
376 West North Avenue
Lombard, IL 60148-1268
(630) 827-3550 x106 Fax: (630) 627-3594

Thank you for the opportunity to bid on this project. If you have any questions please call Marc Victor, 630-627-3550. Or e-mail at mvictor@schweppeinc.com.

Item	Qty	Description	Sell Each	Sell Total
100	1 ea	REFRIG... REACH-IN Traulsen Model No. G30010 Refrigerator, Reach-in, Three-Section, Self-Contained Refrig. w/Microprocessor control, s/s front & full height doors (hinged left/right/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), 6" high casters, Energy Star, UL & NSF listed, 115v	3,003.97	3,003.97
1	1	1 yr service/labor & 5 yr compressor warranty (std.)		
1		NOTE: Door hinging must be determined & proper model selected before order is placed		

Schweppe & Sons

MAR 30, 2006

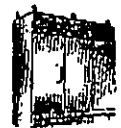
D'S COOKING

Page 2 of 6
MVDS

Item	Qty	Description	Sell Each	Sell Total
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1 st	SK22 Set of 3 epoxy coated shelves w/pins, Left section of all two & three section full door G-series models - Max. 9 shelves per section	74.52	74.52
1 st	SK21 Set of 3 epoxy coated shelves w/pins, Center section of all three section full door G-series models - Max. 9 shelves per unit	74.52	74.52
1 st	SK22 Set of 3 epoxy coated shelves w/pins, Right section of all two & three section full door G-series models - Max. 9 shelves per section	74.52	74.52
Extended Total for Item No. 100		3,227.53	

1 ea	*** ALTERNATE *** () REFRIG., REACH-IN True Food Service Equipment, Inc Model No. T-72 Refrigerator, Reach-in, Three-section, 72 cu. ft., (9) shelves, ext'r: 300 series s/s front, alum. ends, int'r: white alum. w/300 series s/s floor, (3) s/s hinged doors w/locks, dial thermo., 4" castors, 1/2 HP, 115/60/1	2,836.46	alternate
------	--	----------	-----------



1	Warranty - 5 year compressor (self-contained only)	alternate
1	Warranty - 1 year parts and labor	alternate
1	Left door hinged left, center & right doors hinged right, standard	alternate
Extended Total for Item No. 100A		2,836.46

1 ea	TABLE, UTILITY Advance Tabco Model No. KMS-11B-306L-X Work Table w/Left Sink, 30" wide x 72" long, 5" splash at rear only, 16" x 20" x 12" dp sink bowl, deck mounted faucet, rolled edge on front & square edges on sides, s/s frame & adj. undershelf, 16 gauge, type 304 stainless steel top, s/s bullet feet	958.72	958.72
*****NOTE: NEED TO KNOW IF YOU WANT SINK ON RIGHT OR LEFT SIDE*****			



1 ea	SHELF, WALL-MOUNTED Turbo Air Model No. TSW-1272 Wall Mount Shelf, 12 x 72, stainless steel	117.00	117.00
------	---	--------	--------



1 ea	RANGE, RESTAURANT, GAS, 36" Garland/US Range Model No. H286 Starfire Series Restaurant Range, Gas, 36"W, (6)24,000 BTU open burners, w/cast iron top & ring grates, standard oven w/4 position rack glides w/(1) oven rack, stainless steel front, sides, backguard & hi-shelf, 6" legs, 174,000 BTU	2,438.46	2,438.46
1	One year limited parts and labor warranty (USA & Canada only), std		
1	Natural gas, specify elevation if over 2,000 ft		



Schweppe & Sons

D'S COOKING

MAR 30, 2006

Item	Qty	Description	Sell Each	Sell Total
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1	ea	10" High s/s backguard/blue riser "BG-10"	226.15	226.15
1	ea	CK1128 Casters, set of four (4) 2 locking, 2 non-locking		

Extended Total for Item No. 103 2,664.61

1	ea	*** ALTERNATE *** () RANGE, RESTAURANT, GAS, 36"	1,551.20	
---	----	---	----------	--



Southeast Model No. 436D
Range, 36" Restaurant, Gas, (6) 33,000 BTU open burners, with 27" deep
standard oven base, stainless front, sides & backsplash, with single deck
backshelf

1		Natural Gas		
1		Standard one year limited warranty (range)		
1		Casters, 2 locking & 2 standard, in lieu of legs		

Extended Total for Item No. 103A 1,751.20

1	ea	GAS CONNECTOR HOSE	87.31	87.31
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T & S Brass Model No. HG-2D-48
Safe-T-Link Gas Connector Hose, 3/4" connection, 48" long, stainless
steel braid w/extruded coating, 3/4" male x 3/4" male, (2) 90° elbows



1	ea	HOOD	4,573.80	4,573.80
---	----	------	----------	----------

Larkin Model No. HOOD
HOOD, 4'X4'X2', EXHAUST AND MAKEUP AIR, ANSUL SYSTEM

1	ea	WORK TABLE, 72" LONG	264.32	264.32
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Advance Tabco Model No. KLAG-306-2X
Work Table, 30" wide top, with splash at rear only, 72" long, w/adjustable
undershelf, galv frame & shelf, 18 gauge, type 430 stainless steel top, 5"
backsplash, minimum order 12

1	ea	*** ALTERNATE *** () WORK TABLE, 72" LONG	204.84	
---	----	--	--------	--



Turbo Air Model No. TSW-3072SB
Work Table, 30" W x 72" L, 18/304 stainless steel top w/1-1/2" rear turn
up, w/adjustable galvanized undershelf & legs w/adjustable ABS bullet
feet, NSF approved

1	ea	SHELF, WALL-MOUNTED	93.75	93.75
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Turbo Air Model No. TSW-1260
Wall Mount Shelf, 12 x 60, stainless steel

Schweppes & Sons

MAR 30, 2006

D'S COOKING

Page 4 of 6
MVDS

Item	Qty	Description	Sell Each	Sell Total
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107



1 ea WORK TABLE, 84" LONG
Advance Tabco Model No. AG-307
Work Table, 30" wide top, without splash, 84" long, w/adjustable
undershelf, galvanized frame & shelf, 16 gauge, type 430 stainless steel
top

107A



1 ea *** ALTERNATE *** () WORK TABLE, 96" LONG
Turbo Air Model No. TSW-3096S
Work Table, 30" W x 96" L, 18/304 stainless steel flat top w/turned down
edges, w/adjustable galvanized undershelf & legs w/adjustable ABS bullet
feet, NSF approved

*****NOTE: ACTUALLY CHEAPER TO GO WITH A 96" WORK TABLE,
OR DOWN TO A 72". 84 IS AN OFF SIZE, AND CUSTOM MADE.*****

alternate

108A



1 ea SINK 3-COMPARTMENT
Turbo Air Model No. TSA-3-D1
Sink, Three Compartment, with 18" left & right-hand drainboards, 18"
front-to-back x 18" wide sink compartments, 11" deep with 11" high
splash, 18/304 stainless steel bowls, galvanized gussets & tubular legs
w/adjustable ABS feet, NSF approved

1 ea T&S B-0133-B Easyinstall Pre-Rinse Unit, wall mnt, base faucet w/spring
check cart, & lever handles, 2" dia. Ranges w/1/2" NPT female eccentric
hanged inlets, 35-1/2"H, 15" overhang, 8-1/4" clear, 18" riser, B-0107
spray valve, B-0044-H flex s/s hose, 6" wall brkt

1 ea T&S B-0155-LN Add-On Faucet, less nozzle, for pre-rinse units
1 ea T&S 063X Swing Nozzle, 14" (deduct cost of standard nozzle)

Extended Total for Item No. 108A 807.92

109



2 ea SHELVING, WIRE
Advance Tabco Model No. EC-1436-X
4 ea per case
Shelving, wire, 14" wide, 36" long, 3 trusses, chrome, NSF

4 ea SB-14-X Wall Shelf Bracket, single mount, 14"

Extended Total for Item No. 109 94.76

110



1 ea SINK, HAND
Advance Tabco Model No. 7-PS-60-2X
Hand Sink, wall model, 14" wide x 10" front-to-back x 5" deep bowl, 20
gauge stainless steel construction, with splash mounted faucet, basket
drain, wall bracket, (minimum order 7)

Schweppe & Sons

MAR 30, 2006

D'S COOKING

Item	Qty	Description	Sell Each	Sell Total
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110A



1 ea *** ALTERNATE *** () SINK, HAND
Turbo Air Model No. TSS-1-H
Hand Sink, wall mount, 10" wide x 14" front-to-back x 6" deep w/8" high
splash, 18/304 stainless steel all-welded construction, with (1) 4" spout
faucet, inverted V-edge rim, NSF approved

111



4 ea SHELVING, WIRE
Advance Tabco Model No. EC-1842-X 4 ea per case
Shelving, wire, 18" wide, 42" long, 3 trusses, chrome, NSF

112



2 ea WORK TABLE, 108" LONG
Advance Tabco Model No. KAG-308
Work Table, 30" wide top, with splash at rear only, 108" long,
w/adjustable undershelf, galvanized frame & shelf, 16 gauge, type 430
stainless steel top, 5" backplash

113



2 ea SHELF, WALL-MOUNTED
Advance Tabco Model No. WS-12-96
Shelf, wall-mounted, stainless steel, 12" wide, 8 feet long

113A



2 ea *** ALTERNATE *** () SHELF, WALL-MOUNTED
Turbo Air Model No. TWS-1296
Wall Mount Shelf, 12 x 96, stainless steel

114



1 ea FREEZER REACH-IN
Traulsen Model No. G31010
Storage Freezer, Reach-in, Three-Section, Self-Contained Refrig.
w/Microprocessor control, s/s front & full height doors (hinged
left/right), anodized aluminum sides & interior, (3) epoxy coated
shelves (factory installed), 6" high casters, Energy Star, UL & NSF listed,
115v
1 yr service/labor & 5 yr compressor warranty (std.)

Schweppe & Sons

MAR 30, 2006

D'S COOKING

Page 6 of 6

MWDS

Item	Qty	Description	Sell Each	Sell Total
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NOTE: Door hinging must be determined & proper model selected before order is placed

1 st	SK22 Set of 3 epoxy coated shelves w/pins, Left section of all two & three section full door G-series models - Max. 9 shelves per section	84.95	84.95
1 st	SK21 Set of 3 epoxy coated shelves w/pins, Center section of all three section full door G-series models - Max. 8 shelves per unit	84.95	84.95
1 st	SK22 Set of 3 epoxy coated shelves w/pins, Right section of all two & three section full door G-series models - Max. 9 shelves per section	84.95	84.95
Extended Total for Item No. 114			4,034.53

114A

1 ea *** ALTERNATE *** () FREEZER REACH-IN

True Food Service Equipment, Inc Model No. T-72F
Freezer, Reach-in, Three-section, -10°, 72 cu. ft., (9) shelves, ext'r: 300 series s/s front, alum. ends, int'r: white alum. w/300 series s/s floor, (3) s/s hinged doors w/locks, 4" castors, 1HP, 115/208-230/60/1



1	Warranty - 5 year compressor (self-contained only)	alternate
1	Warranty - 1 year parts and labor	alternate
1	Left door hinged left, center & right doors hinged right, standard	alternate
Extended Total for Item No. 114A 3,638.97		

115 1 ea INSTALLATION

Howard Transport Model No. DELIV
HOWARD TRANSPORT TO PICK UP, DELIVER, UNCRATE,
ASSEMBLE, SET IN PLACE ALL ABOVE EQUIPMENT. *****FINAL
ELECTRICAL, GAS AND WATER BY OTHERS*****
*****HANGING OF HOOD AND DUCT WORK BY OTHERS*****

Total	20,692.27
Freight	202.50
SubTotal	20,894.77
Sales Tax (@ 6.750%)	1,340.50
Grand Total	22,235.27

DELIVERY TO THE GROUND CUSTOMER TO TAKE INSIDE WOULD BE INCLUDED IN THE PRICE, BROUGHT INSIDE, PUT IN PLACE WOULD COST EXTRA. HOOD AND DUCT WORK BY OTHERS.

Schweppe & Sons



MAR 30, 2006

QUOTE

Page 1 of 8
MVSOFY

Project:
SOFTYS
ATTN DIMITRIIS OR MICHAEL
LOMBARD, IL
(630) 921-8200 Fax: (630) 889-8048

To:

From:
Marc Victor
Schweppe & Sons
378 West North Avenue
Lombard, IL 60148-1268
(630) 627-3550 x106 Fax: (630) 627-3594

Thank you for the opportunity to bid on this project. If you have any questions please call Marc Victor, 630-627-3550. Or e-mail at mvictor@schweppeinc.com.

Item	Qty	Description	Sell Each	Sell Total
1	4 ea	SHELVING, WIRE Advance Tabco Model No. EC-1836-X Shelving, wire, 18" wide, 36" long, 3 trusses, chrome, NSF	20.40	81.60
	4 ea	ECP-86-X Post, 86" high, numbered, with adjustable feet, chrome	12.00	48.00
Extended Total for Item No. 1			129.60	

Schweppe & Sons

MAR 30, 2006

SOFTYS

Page 2 of 8
MVSOFY
Sell Each Sell Total

Item	Qty	Description			
1.1	8 ea	SHELVING, WIRE Advance Tabco Model No. EC-1830-X 4 ea per case Shelving, wire, 18" wide, 30" long, 3 trusses, chrome, NSF	18.00	144.00	
		8 ea ECP-86-X Post, 86" high, numbered, with adjustable feet, chrome	12.00	96.00	
		Extended Total for Item No. 1.1		240.00	
1.2	4 ea	SHELVING, WIRE Advance Tabco Model No. EC-1848-X 4 ea per case Shelving, wire, 18" wide, 48" long, 3 trusses, chrome, NSF	25.20	100.80	
		4 ea ECP-86-X Post, 86" high, numbered, with adjustable feet, chrome	12.00	48.00	
		Extended Total for Item No. 1.2		148.80	
2	1 ea	WALK IN, MODULAR, SELF-CONTAINED Kopak Model No. P7-066-FT Walk-In Freezer, Polar-Pak, 7'-6" H, 5'-10" W, 5'-10" L, w/floor, 1-1/2 hp. low temp (-0F) top mounted unit, 26 ga. embossed galvalume interior & exterior, 100 smooth alum. floor, 2-1/2" dial thermometer	5,389.32	5,389.32	
	1	34" X 78" Door	99.22	99.22	
	1	Door hinge to be specified			
	1	5 yr compressor warranty (net)			
	1	208v/60/1ph, 12.3 amps, 1-1/2 hp.	132.00	132.00	
		Extended Total for Item No. 2		5,620.54	
4	4 ea	SHELVING, WIRE Advance Tabco Model No. EC-1836-X 4 ea per case Shelving, wire, 18" wide, 36" long, 3 trusses, chrome, NSF	20.40	81.60	
		4 ea ECP-86-X Post, 86" high, numbered, with adjustable feet, chrome	12.00	48.00	
		Extended Total for Item No. 4		129.60	
5	1 ea	REFRIG., REACH-IN Traulsen Model No. G1000- Refrigerator, Reach-In, One-Section, Self-Contained Refrig. w/Microprocessor control, s/s front & half height doors (hinging to be determined), anodized aluminum sides & interior, (3) epoxy coated shelves (factory installed), 6" high casters, Energy Star, UL & NSF listed, 115v	1,859.82	1,859.82	

Schweppe & Sons

MAR 30, 2006

SOFTYS

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MVSOFTY

Item	Qty	Description	Sell Each	Sell Total
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1 yr service/labor & 5 yr compressor warranty (std.)
 1 NOTE: Door hinging must be determined & proper model selected before
 order is placed
 Extended Total for Item No. 5 1,859.82

5A



1 ea *** ALTERNATE *** () REFRIG... REACH-IN
 True Food Service Equipment, Inc Model No. T-23
 Refrigerator, Reach-in, One-Section, 23 cu. ft., (3) shelves, ext'r: 300
 series s/s front, alum. ends, int'r: white alum. w/300 series s/s floor, (1)
 s/s hinged door w/lock, dial thermo., 4" castors, 1/3 HP, 115/60/1
 1 Warranty - 5 year compressor (self-contained only)
 1 Warranty - 1 year parts and labor
 1 Door hinged right standard
 Extended Total for Item No. 5A 1,578.27
 alternate
 alternate
 alternate

6



1 ea WORK TABLE, 60" LONG
 Advance Tabco Model No. KLAG-305-2X
 Work Table, 30" wide top, with splash at rear only, 60" long, w/adjustable
 undershelf, galv frame & shelf, 18 gauge, type 430 stainless steel top, 5"
 backsplash, minimum order 12
 245.92
 245.92

6A



1 ea *** ALTERNATE *** () WORK TABLE, 60" LONG
 Turbo Air Model No. TSW-3060SB
 Work Table, 30" W x 60" L, 18/304 stainless steel top w/1-1/2" rear turn
 up, w/adjustable galvanized undershelf & legs w/adjustable ABS bullet
 feet, NSF approved
 188.10
 alternate

7



2 ea SINK, HAND
 Advance Tabco Model No. 7-PS-60-2X
 Hand Sink, wall model, 14" wide x 10" front-to-back x 5" deep bowl, 20
 gauge stainless steel construction, with splash mounted faucet, basket
 drain, wall bracket, (minimum order 7)
 130.80
 261.60

7A



2 ea *** ALTERNATE *** () SINK, HAND
 Turbo Air Model No. TSS-1-H
 Hand Sink, wall mount, 10" wide x 14" front-to-back x 6" deep w/8" high
 splash, 18/304 stainless steel all-welded construction, with (1) 4" spout
 faucet, inverted V-edge rim, NSF approved
 88.73
 alternate

Schweppe & Sons

MAR 30, 2006

SOFTYS

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MVSOFY

Item	Qty	Description	Sell Each	Sell Total
8A	1 ea	SINK 3-COMPARTMENT Turbo Air Model No. TSA-3-D1 Sink, Three Compartment, with 18" left & right-hand drainboards, 18" front-to-back x 18" wide sink compartments, 11" deep with 11" high splash, 18/304 stainless steel bowls, galvanized gussets & tubular legs w/adjustable ABS feet, NSF approved	540.21	540.21
9	2 ea	SHELVING, WIRE Advance Tabco Model No. EC-1436-X 4 ea per case Shelving, wire, 14" wide, 36" long, 3 trusses, chrome, NSF	18.00	36.00
		Extended Total for Item No. 8A		807.92
	1 ea	T&S B-0155-LN Add-On Faucet, less nozzle, for pre-rinse units	37.16	37.16
	1 ea	T&S 063X Swing Nozzle, 14" (deduct cost of standard nozzle)	16.93	16.93
		Extended Total for Item No. 8A		807.92
	1 ea	T&S B-0133-B EasyInstall Pre-Rinse Unit, wall mt. base faucet w/spring check cart. & lever handles, 2" dia. flanges w/1/2" NPT female eccentric flanged inlets, 35-1/2"H, 15" overhang, 8-1/4" clear, 18" riser, B-0107 spray valve, B-0044-H flex s/s hose, 6" wall brkt	213.62	213.62
	1 ea	T&S B-0155-LN Add-On Faucet, less nozzle, for pre-rinse units	37.16	37.16
	1 ea	T&S 063X Swing Nozzle, 14" (deduct cost of standard nozzle)	16.93	16.93
		Extended Total for Item No. 8A		807.92
9	2 ea	SHELVING, WIRE Advance Tabco Model No. EC-1436-X 4 ea per case Shelving, wire, 14" wide, 36" long, 3 trusses, chrome, NSF	18.00	36.00
		Extended Total for Item No. 9		94.76
10	1 ea	ICE CREAM DIPPING CABINET Master-Bilt Products Model No. DD-68 Ice Cream Dipping/Display Cabinet, (12) 3 gal. can display, (6) 3 gal. storage, white painted ext'r & int'r, 50" high s/s serving deck, glass view windows, fluorescent light w/switch, temp range 5° to -5°F, 115v/60/1, 1/2hp, 9.7amps, cord & plug	3,084.56	3,084.56
	1	One year limited warranty is standard		
	1	Five year compressor warranty		
	1 ea	A060-20400 Dipper Well, with installation kit, for all DDM DD-Cgm DD-L and GEL series models	177.29	177.29
	1 st	A060-11340 Casters, 2" dia., set of 6, for DD-66, DD-68CG, DD-66L, DD-88, DD-88CG & DD88L	66.95	66.95
		Extended Total for Item No. 10		3,328.80
11		BY OTHERS		
12		BY OTHERS		
14		BY OTHERS		

Schweppe & Sons

MAR 30, 2006

SOFTYS

Page 5 of 8
MVS/STY

Item	Qty	Description	Sell Each	Sell Total
15	1 ea	DISPLAY CASE, REFRIGERATED DELI Master-Bilt Products Model No. DMS-48 High Profile Deli/Display Merchandiser, 48"L, glass front, (2) 12" dp. HD epoxy-coated welded wire shelves, fluorescent light, white int'r & ext'r, with s/s floor & top, automatic cond. evap. temp range 34° to 41°F, 115v/60/1, 1/3hp, 6.0amps, NSF-7 One year limited warranty is standard Five year compressor warranty 1 ea A039-11140 Casters, 2" dia. (set of 4) for DC-2S, DC-4S, DC-4D, DC-6D, DC-8D, DMS-48/DMS-48F/DMS-48L/DMS-48LF, GEL-6, GEL-8, and I, J & K versions of BMG-27, BLG-27HD, BMG-48, BLG-48HD, BMG-52 & BLG-52HD, also used for UC models to reduce height to 33-1/2" Extended Total for Item No. 15 2,773.83	2,718.88	2,718.88
16		BY OTHERS		
17	3 ea	SHELVING, WIRE Advance Tabco Model No. EC-1436-X 4 ea per case Shelving, wire, 14" wide, 36" long, 3 trusses, chrome, NSF	18.00	54.00
	12 ea	ECP-64-X Post, 64" high, numbered, with adjustable feet, chrome	8.40	100.80
	6 ea	EC-1448-X Shelving, wire, 14" wide, 48" long, 3 trusses, chrome, NSF	22.80	136.80
		Extended Total for Item No. 17 291.60		
18	1 ea	TOPPING DISPENSER Nor-Lake Model No. ZR122SMS/0-2 Ice Cream Topping Unit, refrigerated base, 54"W, 16 opening dual syrup rail (jars & pumps NOT included), shelves behind left door, stainless steel top, front & sides, smooth alum. interior, 1/4 hp, 115v/60/1, UL, C-UL, UL Sanitation listed 80 Day labor plus 1 yr parts warranty 1 ea 824 Syrup Jar Set, includes 16 syrup jars, 7 hinged lids, and 2 pumps, for dual rail ice cream topping unit 1 ea 100436 Casters, (4) 4" - 2 locking, caster set Extended Total for Item No. 18 4,784.98	3,708.94	3,708.94
18A	1 ea ***	ALTERNATE *** () ICE CREAM DIPPING CABINET W/SYRUP RAIL Master-Bilt Products Model No. FLR-80 Ice Cream Dipping Cabinet w/Flavorail, display cap. of (6) 3 gal. cans, storage cap. (11) 3 gal. cans, coldwall refrig, galv. steel inner liner, white ext'r, s/s top w/anti-cond. heater, flip lid, LESS jars & pumps, temp range -0° to -10°F, 115v/60/1, 1/3hp, 7.3amps	2,215.38	2,215.38
		alternate		55.44
				1,020.60

MAR 30, 2006

SOFTYS

Item	Qty	Description	Sell Each	Sell Total
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1 ea	FOOD WARMER, HOT FUDGE/CARAMEL			
1 ea	Server Products Model No. 80140-FDGE			
1 ea	FSPWI-SS Supreme™ Fudge Server, w/pump & heated spout, dispenses from control panel side, thermostatically controlled, for use w/#10 can or #94008 s/s jar, 1 oz. per stroke can be adjusted w/collars provided, w/magnetic fudge sign, s/s construction, 120V, 515w, NSF, UL		275.88	275.88
1 ea	DRINK MIXER			
1 ea	Hamilton Beach Model No. 94950			
1 ea	Mix 'N Chill® Drink Mixer, single spindle, for hard ice cream & candy mix-ins, variable speed, on/off switch, s/s agitator, splash pan & shield, 3/4 HP, 120V, 80Hz, 5.2amps, UL, CSA, ECSP, NSF listed, 2 year warranty		576.00	576.00
1 ea	96000 Foot Activator, for drink mixer			
Extended Total for Item No. 20			76.80	76.80
1 ea	***ALTERNATE*** () BLENDER			
1 ea	CRC Model No. AM-2			
1 ea	ASTRO BLENDER STANDARD MODEL, 7.5"X10"X24", 115V, 245 WATT, 0-3000 RPM, 2.1 AMP WITH FOOT PEDALS		487.50	487.50
1 ea	WORK TABLE			
1 ea	Advance Tabco Model No. EB-SS-243			
1 ea	Work Table, open front cabinet base, 24" wide, 14/304 stainless steel top, without splash, 36" long, s/s bullet feet		739.89	739.89
1 ea	SHELF, WALL-MOUNTED			
1 ea	Advance Tabco Model No. WS-12-48			
1 ea	Shelf, wall-mounted, stainless steel, 12" wide, 4 feet long		165.51	165.51

MAR 30, 2006

SOFTYS

Item	Qty	Description	Sell Each	Sell Total
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22A 1 ea *** ALTERNATE *** () SHELF, WALL-MOUNTED
Turbo Air Model No. TSW-1248
Wall Mount Shelf, 12 x 48, stainless steel

75.61 alternate

25

1 ea ICE MAKER, CUBE-STYLE

Hoshizaki Model No. KM-280MAH
Ice Maker, Cube-Style, air-cooled, self-contained condenser,
approximately 194-lb production/24 hrs, stainless steel finish, crescent
cube style, R-404A refrigerant, 115v/60/1

1 3-Year parts & labor on entire machine

1 5-Year parts & labor on evaporator

1 5-Year parts on compressor & air-cooled condenser

1 ea 9320-11 Water Filter Assembly, HC Filter, Class 1 T & O, coarse
filtration, for single

*****NEED TO KNOW MODEL NUMBER OF SODA DISPENSER TO
SEE IF YOU NEED A BIN ADAPTOR FOR THE MACHINE*****

Extended Total for Item No. 25 1,809.58

BY OTHERS

28

1 ea REFRIG...UNDERCOUNTER

Traulsen Model No. UHT27

Compact Undercounter Refrigerator, 27"W, one-section, reach-in, s/s
exterior top, door & sides, anodized aluminum interior, galvanized exterior
back & bottom, rear-mounted self-contained refrigeration system

1 115v/60/1ph, with cord & plug

1 1 yr service/labor & 5 yr compressor warranty (std.)

1 Door hinged on left, std.

1 ea CASTER SET 2IN Casters, 2-1/2", set of 4, for 27" wide models

Extended Total for Item No. 28 1,620.03

Schweppe & Sons



MAR 30, 2006

SOFTYS

Item	Qty	Description	Sell Each	Sell Total
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28A

1 ea *** ALTERNATE *** () REFRIG... UNDERCOUNTER			981.34	alternate
True Food Service Equipment, Inc Model No. TUC-27-LP				
300 series s/s top & sides, white alum. interior w/300 series s/s floor, (1)				
s/s door, 2" castors, front breathing, 1/6 HP, 115/60/1				
1		Warranty - 5 year compressor (self-contained only)		alternate
1		Warranty - 1 year parts and labor		alternate
Extended Total for Item No. 28A				
			981.34	

30 1 ea INSTALLATION

Howard Transport Model No. DELIV				
HOWARD TRANSPORT TO PICK UP, DELIVER, BRING INSIDE,				
UNCRATE AND PUT IN PLACE. *****NOTE: FINAL GAS, ELECTRICAL,				
AND WATER CONNECTIONS BY OTHERS*****				
1 ea REFRIG REFRIGERATION START UP, NOTE FINAL ELECTRICAL			467.50	
CONNECTIONS MUST BE DONE BY OTHERS FIRST.				
Extended Total for Item No. 30				
			1,697.50	

Total	27,978.96
Freight	1,285.13
SubTotal	29,274.09
Sales Tax (@ 6.750%)	1,847.92
Grand Total	31,122.01

DELIVERY ONLY, TO THE GROUND, CUSTOMER TO TAKE INSIDE WOULD BE FREE OF CHARGE, AND WOULD TAKE OFF THE INSTALLATION.

Schweppe & Sons

**AGREEMENT CONCERNING PARTICIPATING IN THE
DOWNTOWN RETAIL BUSINESS PROGRAM**

This Agreement, entered into this _____ day of _____, 2006, by and between the Village of Lombard, Illinois, (the "Village"), Thomas Masterson (hereinafter referred to as "Property Owner") and Donna Gialo, Mike Occhipinti, and Dimitris Nacopoulos (hereinafter referred to collectively as "Business Owner"), doing business as a retail business at 130-132 W. St. Charles Road, Lombard, Illinois (said business location being legally described on Exhibit A attached hereto and made part hereof – hereinafter referred to as the "Subject Property"), with personal property being secured at 130-132 W. St. Charles Road, Lombard, Illinois.

WITNESSETH

WHEREAS, the Village, pursuant to Sections 36.70 through 36.74 of the Lombard Village Code, has established a Downtown Retail Business Grant Program (hereinafter referred to as the "Program") and, as such, will provide monetary grants to qualified business owners and property owners in the Eligible TIF Districts (as said term is defined in Section 36.71 of the Lombard Village Code) for the start-up of new businesses or the expansion of existing businesses in the Downtown; and

WHEREAS, this program will fulfill commitment and support the Village's plans to maintain a quality Central Business District; and

WHEREAS, certain retail businesses are desirable uses within the Central Business District and contribute to an economically strong Central Business District; a commercial area where the image, appearance, and environment encourage the attraction of shoppers; and

WHEREAS, the Business Owner wishes to participate in this program for a proposed retail business to be located at 130-132 W. St. Charles Road, Lombard, Illinois.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

SECTION 1: The Village shall grant up to \$20,000 for which Business Owner qualifies pursuant to the Downtown Retail Business Grant Program. Such loan shall be available to Business Owner upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the project has been completed and Business Owner has paid all invoices for labor and materials in connection therewith. The maximum amounts of the loan identified in this paragraph are based upon the Business Owner's expenditures for the project no less than the estimated costs of \$40,000. In the event that Business Owner's expenditures for the project are less than said estimate, the loan shall be reduced by the same percentage as Business Owner's actual costs are less than the estimate.

SECTION 2: The Business Owner agrees that the project will be performed in accordance with plans and written estimates approved by the Director of Community Development of the Village of Lombard, and attached hereto as Exhibit A and incorporated in this agreement.

SECTION 3: The Business Owner will perform the following obligations in connection with the project;

- a. Comply with all regulations and standards of the Village of Lombard Retail Business Grant Program and all applicable building codes.
- b. Take all reasonable action to assure completion of the project within six months from the date of execution of this agreement. Failure to complete the project within six months from the date of execution of this agreement may result in forfeiture of the loan and termination of this agreement.
- c. Allow inspection of the project by authorized employees of the Village to assure compliance with federal, state, and local regulations related to the loan, as well as compliance with applicable building codes.
- d. Maintain and allow access to the financial records that pertain to the project by authorized employees of the Village. At a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks and partial and final waivers of liens shall be kept.
- e. Submit copies of all final waivers of lien, canceled checks, and invoices related to the project to the Department of Community Development.

SECTION 4: The Business Owner and any subsequent owner agrees to maintain the business in accordance with local codes

SECTION 5: The Village may suspend or terminate this Agreement if the Business Owner fails to comply with any of the terms of this Agreement. In the event of suspension or termination, the Business Owner shall be required to repay any amount of the grant disbursed.

VILLAGE OF LOMBARD

By: Village Manager

Attest: Director of Community
Development

BUSINESS OWNER
(Lessee)

By: _____

Address _____
City, State _____

BUSINESS OWNER
(Lessee)

By: _____

Address _____
City, State _____

BUSINESS OWNER
(Lessee)

By: _____

Address _____
City, State _____

PROPERTY OWNER

By: _____

Address _____

City, State _____

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of 2006.
Commission expires _____, 20____.

Notary Public

STATE OF ILLINOIS)
)SS)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Donna Gialo, personally known to me to be the business owner of A La Mode, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such business owner, she signed and delivered the said instrument, as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of 2006.
Commission expires _____, 20_____.

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO

HEREBY CERTIFY that Mike Occhipinti, personally known to me to be the business owner of A La Mode, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such business owner, he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of 2006.
Commission expires _____, 20_____.

Notary Public

STATE OF ILLINOIS)
)SS)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Dimitris Nacopoulos, personally known to me to be the business owner of A La Mode, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such business owner, he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of 2006.
Commission expires _____, 20_____.

Notary Public

STATE OF ILLINOIS)
(
(SS
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Thomas J. Masterson, personally known to me to be the property owner of 130-132 W. St. Charles Road and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such property owner, he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of 2006.

Commission expires _____, 20_____.

Notary Public

EXHIBIT A

Legal Description