




MEMORANDUM

TO: David A. Hulseberg, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

DATE: November 19, 2009

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 Bricks Wood Fired Pizza, to be located at 130-132 W. St. Charles Road (most recently occupied by A La Mode Ice Cream Shop). 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. The ECDC recommended approval of the application at its meeting of November 4, 2009.

ACTION REQUESTED

Staff recommends that the Village Board approve a resolution authorizing signatures of the Village President and Village Clerk 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.

A RESOLUTION AUTHORIZING SIGNATURES OF VILLAGE PRESIDENT AND VILLAGE CLERK 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 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, Bill Wilson and Donna Wilson (hereinafter referred to 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 Bricks Wood Fired Pizza (hereinafter referred to as the "Project"); and,

WHEREAS, Thomas Masterson (hereinafter referred to as "Owner"), is the Owner of the Subject Property located at 130-132 W. St. Charles Road, Lombard, Illinois; 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 Applicant and Owner with a grant in an amount not to exceed \$20,000 pursuant to the Program (hereinafter referred to as the "Grant"), with said Grant to be administered in accordance with the terms and conditions of the Agreement Concerning Participating in the Downtown Retail Business Program attached hereto as Exhibit "A" and made part hereof (hereinafter referred to as the "Agreement"); said Agreement being hereby approved on behalf of the Village.

SECTION 2: That the Village President and Village Clerk are hereby authorized and directed to execute the Agreement on behalf of the Village.

SECTION 3: That this Resolution shall be in full force and effect from and after its adoption and approval as required by law.

Adopted this _____ day of _____, 2009.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2009.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

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

This Agreement, entered into this _____ day of _____, 2009, by and between the Village of Lombard, Illinois, (the "Village"), Thomas Masterson (hereinafter referred to as "Property Owner") and Bill Wilson and Donna Wilson (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

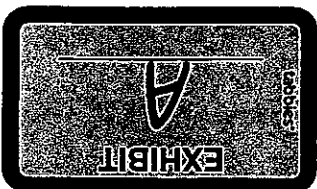
WHEREAS, this program will complement and support the Village's plans to maintain a quality Central Business District; and

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 expending for the projects 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 the submitted application and plans attached hereto as Exhibit "B" 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.

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 2009.

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 Bill Wilson, personally known to me to be the business owner of Bricks Wood Fired Pizza, 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 2009.
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 Wilson, personally known to me to be the business owner of Bricks Wood Fired Pizza, 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 2009.
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 2009.
Commission expires _____, 20_____.

Notary Public

EXHIBIT B

Application and Plans

**DOWNTOWN RESTAURANT FORGIVABLE LOAN PROGRAM
PRE-APPLICATION**

1. A. Building Address and Description: 132 West St. Charles Rd.

1780 So. Ft. Blair Out Restaurant

B. Property Identification Number:

2. A. Business Owners Name: Bill + Donna Wilson

B. Business Owners Address: 104 West St. Charles Rd

Lombard, IL 60148

C. Business Owners Phone (day time): (630) 691.1900

D. Business Owners Email: BillyBricks1@gmail.com

3. A. Property Owners Name: Tom Masterson

B. Property Owners Address: 128 West St. Charles Rd

Lombard, IL 60148

C. Property Owners Phone (day time): (630) 889.0092

3. Current Tenant, Building Address, Lease Terms, and Description of Business: (use additional paper if necessary)

A. Tenant - Prior Tenant was K&WODE

B. 132 West St. Charles Road

C. Bricks is a moderately priced Italian theme style

cake featuring thin-crust Neapolitan-style pizza, baked in

an authentic wood-fired, brick oven as the center piece

of a simple menu along with fresh, made-to-order salad,
soups, desserts and heart-baked artisan sandwich.
Wishes served with best wine in a glass, relaxed

BEERS HAS BEEN ESTABLISHED FOR 3 1/2 YEARS AND HAS BEEN FEATURED ON ABC 7'S "CHICAGO 190 NORMAL" AS WELL AS OUTRAGED MAGAZINE. (SEE ATTACHED)

4. Proposed Improvements associated with the project: SEE ATTACHED

5. Plans/Drawings prepared by:

A. Name: BAKER/NESTLE

B. Address: 6135 MONTGOMERY AVE

SKOKIE, ILL 60076

C. Phone (day time): 847.763.1692

D. Estimated Cost of the project: \$ _____

6. Statement of Understanding.

A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Restaurant Forgivable Loan Program and the specific design recommendation of the Director of Community Development.

B. The applicant must submit detailed cost documentation, copies of building permits, and all contractors waivers of lien upon completion of work.

C. The applicant, owners, and all contractors must comply with all federal and local regulations (see the attached list)

Business Owner Signature

Ray W.

(Date) 10/20/09

Property Owner Signature

[Signature]

(Date) _____

Return application to:

Village of Lombard
Community Development Department
255 E. Wilson Ave., Lombard, IL 60148
630-620-5746

Bricks is a moderately priced, fast-casual theme style cafe featuring thin-crust Neapolitan-style pizza, baked in an authentic wood fired brick oven as the centerpiece of a simple menu serving fresh, made-to-order salads, gourmet soups, desserts and health-based artisan sandwiches enjoyed in a casual, relaxed cafe atmosphere.

Bricks has been established for almost four years and has been featured on ABC 7's "Chicago 190 North" as well as "Chicago Magazine."

Our current location at 104 West St. Charles Rd has limited seating (16) and restricts our dining room sales which makes it more difficult to grow our business.

The move to 130-132 W. St. Charles Rd will triple our seating capacity to better serve Bricks customers. And with the addition of beer and wine to our menu, Bricks will become the kind of sit down cafe that the downtown needs and is looking for.

With the added seating we will aggressively look for new customers to add to our loyal base and expect to increase sales 50% within first year.

Bricks Wood Fired Pizza
 130-132 W. St. Charles Rd.

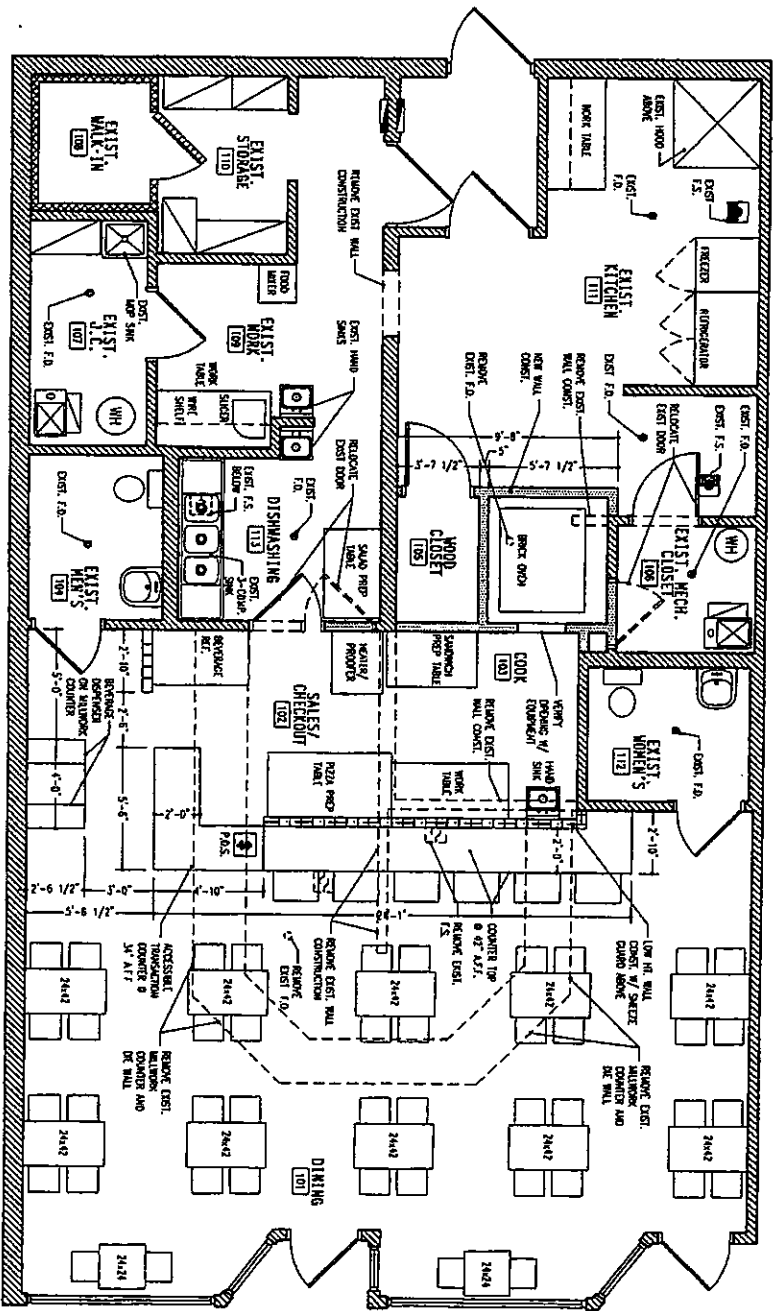
Item	Cost
Demolition Permit	\$150
Construction Permit	\$500
Health Department Review	\$800
Plumbing	\$2,100
Electrical	\$3,500
Tile Work	\$4,000
Carpentry Rough, Drywall, Drop Ceiling	\$3,500
Carpentry Finish	\$2,000
Painting -- material only	\$500
Demolition	\$2,000
Stereo and Television	\$1,200
Neon Signs or Boxes	\$2,000
Window Signage	\$1,200
Awning	\$4,000
Rent	\$6,600
Moving Oven	
Removing Windows 130-132 W. St. Charles - \$2,600	\$5,765
Moving Equipment with Operator - \$1,000	
Re-install stack \$2,165	
Miscellaneous	\$1,000
Total	\$40,815

CONSTRUCTION PLAN NOTES

1. INSUL WOOD-FRONTED OR, OR AT SET LOCATIONS & ALL AREAS TO REMOVE EXISTING T.C.
2. ALL WALL FINISHES, C.C. TO INSUL CLASS 1 TOP WALL FINISHES V.A. INSUL. WITH EXIST. FROM 4" UP TO ALL EXISTING WALL FINISHES FROM-TOF EXISTING FINISHES UNLESS NOTED OTHERWISE. FOR SHED EXISTING FROM TOP OF ONE FOOT TO CLEAR ABOVE. TOP SHALL BE SECOND STABLE AT TOP OF ONE FOOT & ANCHORED PER ADOB'S OTHER METHODS AT RESISTOR & AT ALL PENETRATIONS.
3. AT ALL FLOOR PENETRATIONS (NEW TO EXISTING) PROVIDE ACCESSIBLE THRESHOLD.
4. ALL FLOOR FINISHES INSTALLED SHALL BE CLASSIFIED AS 2nd RESISTOR WITH A SLOPE COEFFICIENT OF FLOOR OF 15 OR SHOWN UNDER AREA COVER C.C. TO PROVIDE ANCHORED/ANCHOR WITH OCCUPANCY FROM TO INSTALLATION.
5. ALL TYPICAL SHEDS & BRIDGE REQ'D TO BE MADE THE RESPONSIBILITY OF THE CONTRACTOR.

CONSTRUCTION PLAN SYMBOL LEGEND

- EXISTING WALL CONSTRUCTION TO REMOVE
- EXISTING WALL CONSTRUCTION TO REMAIN - CURB OUT WALLS AS REQ'D TO RECEIVE NEW FINISHES
- CEILING-IT WALL CONSTRUCTION
- 25 GA. 3" X 6" WALL STUDS @ 16" O.C. W/ 5/8" TRIP 'X' GFR. 80 BOLL TACKS EXTERIOR & SECOND WALL TO UNDERSIDE OF CEILING SYSTEM
- EXISTING WINDOW (U.A.O.)
- EXISTING DOOR & FRAME
- NEW DOOR & FRAME



A101 CONSTRUCTION PLAN
 SCALE: 3/16"=1'-0"
 0 1 2

© 2009, BARKER RESTOR, INC.
 ALL RIGHTS RESERVED

PROPOSED INTERIOR RENOVATION FOR: BRICKS ST. CHARLES ROAD LOMBARD, ILLINOIS 60140	BARKER RESTOR ARCHITECTURE + DESIGN 8156 NIMROCCO ST. STE. 4, ROOSEV. USA TEL: 647-763-1182 FAX: 647-763-1187	PROJECT NUMBER: H000
		DRAWING NAME: BRICKS-1X
SHEET NUMBER: A1 # 1		ISSUE DATE: 29 SEPTEMBER 09
		ISSUE DESCRIPTION: REVIEW

COMMERCIAL LEASE

Form A140

This lease is made between Thomas J. Masterson, of 27028 Walnut Drive, Lombard, Illinois, 60148, herein called Lessor, and Bill Wilson, 502 Fairview Ave, Elmhurst, Illinois, 60120, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Lombard, County of DuPage, State of Illinois, described as 130-13a West 5th Charles Road, upon the following TERMS and CONDITIONS:

- 1. Term and Rent. Lessor demises the above premises for a term of four (4) years, commencing January 1st, 2010, and terminating on December 31st, 2013 or sooner as provided herein at the annual rental of \$2000.00. (See Exhibit A)
- 2. Use. Lessee shall use and occupy the premises for no other purpose. Lessor represents that the premises may lawfully 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 plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:
 - 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, additions, or improvements, in, to, or about the premises.
- 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 term 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.



Use of Purpose. Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-7. Legal Terms and Conditions. Read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's use or purpose.

By: [Signature] Lessor
By: [Signature] Lessee

Signed this 30th day of October, 2008.
Exhibits A, B, C, D signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:
24. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing.

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

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 eight (8) 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 \$2,400.00 (two thousand four hundred and no/100ths) 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.

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.

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.

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

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.

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.

16. Tax Increases. In the event there is any increase during any year of the term of this lease in the City, County or State real estate 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.

15. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Two thousand two hundred dollars (\$2,200.00) 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.

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or default 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 five (5) 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 five (5) 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 five (5) 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.

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 cost 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.

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 the 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.

EXHIBIT A

First year,
 January 1st, 2010 to December 31, 2010, Annual Rent is twenty-six thousand four hundred dollars no/100 (\$26,400.00) payable in twelve (12) installments of \$2,200.00 due:

January 1 st 2010	January 1 st 2010
February 1 st 2010	February 1 st 2010
March 1 st 2010	March 1 st 2010
April 1 st 2010	April 1 st 2010
May 1 st 2010	May 1 st 2010
June 1 st 2010	June 1 st 2010
July 1 st 2010	July 1 st 2010
August 1 st 2010	August 1 st 2010
September 1 st 2010	September 1 st 2010
October 1 st 2010	October 1 st 2010
November 1 st 2010	November 1 st 2010
December 1 st 2010	December 1 st 2010

Second year,
 January 1st, 2011 to December 31, 2011 Annual Rent is twenty seven thousand three hundred dollars no/100 (\$27,300.00) payable in equal installments of \$2,275.00 due:

January 1 st 2011	January 1 st 2011
February 1 st 2011	February 1 st 2011
March 1 st 2011	March 1 st 2011
April 1 st 2011	April 1 st 2011
May 1 st 2011	May 1 st 2011
June 1 st 2011	June 1 st 2011
July 1 st 2011	July 1 st 2011
August 1 st 2011	August 1 st 2011
September 1 st 2011	September 1 st 2011
October 1 st 2011	October 1 st 2011
November 1 st 2011	November 1 st 2011
December 1 st 2011	December 1 st 2011

Third year,
 January 1st, 2012 to December 31st, 2012 the annual rent is twenty eight thousand two hundred dollars no/100 (\$28,200.00) payable in equal installments of \$2,350.00 due:

January 1 st 2012	January 1 st 2012
February 1 st 2012	February 1 st 2012
March 1 st 2012	March 1 st 2012
April 1 st 2012	April 1 st 2012
May 1 st 2012	May 1 st 2012
June 1 st 2012	June 1 st 2012
July 1 st 2012	July 1 st 2012
August 1 st 2012	August 1 st 2012
September 1 st 2012	September 1 st 2012
October 1 st 2012	October 1 st 2012
November 1 st 2012	November 1 st 2012
December 1 st 2012	December 1 st 2012

Fourth Year,
 January 1st, 2013 to December 31st, 2013 Annual Rent is twenty-nine thousand one hundred dollars no/100 (\$29,100.00) payable in twelve installments of \$2,425.00 due:

January 1 st 2013	January 1 st 2013
February 1 st 2013	February 1 st 2013
March 1 st 2013	March 1 st 2013
April 1 st 2013	April 1 st 2013
May 1 st 2013	May 1 st 2013
June 1 st 2013	June 1 st 2013
July 1 st 2013	July 1 st 2013
August 1 st 2013	August 1 st 2013
September 1 st 2013	September 1 st 2013
October 1 st 2013	October 1 st 2013
November 1 st 2013	November 1 st 2013
December 1 st 2013	December 1 st 2013

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 fifth day of the month.

By Paul M. [Signature] Lessee date 10/26/13
 By [Signature] Lessor date 10/30/13

By _____ Lessee
 _____ date _____

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 linoleum or other floor covering that is cemented or otherwise 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.

Lessee
Rui WOO

Date
10/20/09

Lessee

Date
10/30/09

By Bruce W. [Signature] Lessee
 date 10/21/09 by [Signature] Lessor
 date 10/30/09

Commercial General Liability	\$2,000,000	General Aggregate	\$2,000,000
	\$1,000,000	Completed Operations Aggregate	\$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		

EXHIBIT C

Budget		Week of 8/1 - 8/8		Expenses	
\$50	0.1%				Cash over/short
\$60	0.2%				Disposal Trash Service
\$616	1.7%				Utilities
\$195	0.5%				Telephone Expenses
\$800	2.2%				Loan Installments
\$-	0.0%				Insurance Cost Health
\$400	1.1%				Company Car Lease
\$275	0.8%				Property Insurance Costs
\$300	0.8%				Advertising & Promotions
\$-	0.0%				Live Entertainment
\$150	0.4%				Heating & Cooling PM
\$100	0.3%				Linen Expenses
\$40	0.1%				Office Expenses
\$350	1.0%				Credit Card Fees
\$2,200	6.1%				Sales Tax
\$2,200	6.1%				Lease Payment
\$-	0.0%				Hood Cleaning Services
\$60	0.2%				Uniforms
\$65	0.2%				Cable TV Service
\$65	0.2%				Accounting Services Outside
\$40	0%				Fire Alarm
\$56	0.2%				License & Permits
\$125	0.3%				Payroll Services
\$368	1.0%				Wood Delivery
\$251	0.7%				Ahola Computer Support/Gift C
\$50	0.1%				Bank Charges
\$8,816	###				Total Expense