

AGREEMENT CONCERNING PARTICIPATING IN THE DOWNTOWN RETAIL BUSINESS PROGRAM

This Agreement, entered into this	day of	, 2009,
	day of	, 2009,
by and between the Village of Lombard, Illinois, (the	"Village"), Thomas Master	rson (hereinafter
referred to as "Property Owner") and Bill Wilson and	Donna Wilson (hereinafter	r referred to
collectively as "Business Owner"), doing business as	a retail business at 130-132	2 W. St. Charles
Road, Lombard, Illinois (said business location being	legally described on Exhib	oit A attached
hereto and made part hereof - hereinafter referred to a	s the "Subject Property"),	with personal
property being secured at 130-132 W. St. Charles Roa	d, 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 compliment 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.

Downtown Retail Business Grant Agreement 130-132 W. St. Charles Road Page 2 of 11

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.

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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 President

Attest: Willage Clerk

Downtown Retail Business Grant Agreement 130-132 W. St. Charles Road Page 4 of 11

BUSINESS OWNER (Lessee)	
By:	-
By.	
Address	
City, State	
BUSINESS OWNER (Lessee)	
By:	
Address	
City, State	

Downtown Retail Business Grant Agreement 130-132 W. St. Charles Road Page 5 of 11

PROPERTY OWNER		
By:		_
Address		_
City, State		

130-132 W. St. Charles Road Page 6 of 11	d
STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

Downtown Retail Business Grant Agreement

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	d official seal, this	day of 2009.
Commission expires	, 20	
	Notary Pub	lic

	Notary Public
Commission expires	, 20
GIVEN under my har	nd and official seal, this day of 2009.
free and voluntary act, for the	e uses and purposes therein set forth.
acknowledged that as such b	usiness owner, she signed and delivered the said instrument, as her
subscribed to the foregoing i	nstrument, appeared before me this day in person and severally
Bricks Wood Fired Pizza, an	nd personally known to me to be the same person whose name is
HEREBY CERTIFY that Bi	ll Wilson, personally known to me to be the business owner of
I, the undersigned, a	Notary Public, in and for the County and State aforesaid, DO
COUNTY OF DUPAGE)
)SS
STATE OF ILLINOIS)
130-132 W. St. Charles Roa Page 7 of 11	
Downtown Retail Business	

Downtown Retail Business 130-132 W. St. Charles Roa Page 8 of 11	
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 Do	onna Wilson, personally known to me to be the business owner of
Bricks Wood Fired Pizza, an	nd personally known to me to be the same person whose name is
	instrument, appeared before me this day in person and severally
	usiness owner, she signed and delivered the said instrument, as her
	e uses and purposes therein set forth.
GIVEN under my hai	nd and official seal, this day of 2009.
Commission expires	, 20
	Notary Public

130-132 W. St. Charles Ros Page 9 of 11	•
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 TI	nomas J. Masterson, personally known to me to be the property
owner of 130-132 W. St. Ch	arles Road and personally known to me to be the same person whose
name is subscribed to the for	regoing 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 ha	nd and official seal, this day of 2009.
Commission expires	, 20

Notary Public

Downtown Retail Business Grant Agreement 130-132 W. St. Charles Road Page 10 of 11

EXHIBIT B

Application and Plans

DOWNTOWN RESTAURANT FORGIVABLE LOAN PROGRAM PRE-APPLICATION

Business Owners Address: 104 WFST ST. CHARLES RD LOMBARD, IL 60148 Business Owners Phone (day time): (30) 691, 1900 Business Owners Email: Bitly Bricks L.C. GMML, com Property Owners Name: Tom MASTERSON Property Owners Address: 128 UFST ST. CHARLES RD LOMBARD, IL 60148 Property Owners Phone (day time): (30) 889.0092 Departy Owners Phone (day time): (30) 889.0092 Departy Owners Phone (day time): (40) 88	LOWRAGE, II 60148 ness Owners Phone (day time): (630) 691, 1900 ness Owners Email: Billy Bricks 1 C. GMAL, com erty Owners Name: Tow MASTERSON erty Owners Address: 128 ULST ST. CHARLES DO LOWBARD, II 60148 erty Owners Phone (day time): (630) 829, 0092 Tenant, Building Address, Lease Terms, and Description of Business: (use al paper if necessary) ACAUT — PRIOR TENANT WAS MANUALE 2 WEST ST. CHARLES ROAD		Bill+Donna (JILESON
Business Owners Phone (day time): (BO) 691, 1900 Business Owners Email: Billy Bricks 1 C GMML, com Property Owners Name: Tom MASTERSON Property Owners Address: 128 UEST ST. CHARLES DO LOMIBARD, D. 60148 Property Owners Phone (day time): (BO) 889, 0092 Depart Tenant, Building Address, Lease Terms, and Description of Business: (use additional paper if necessary) NAMOT - PRIOR TENANT WAS MANUADE BRICKS IS A MODERATELY PRICED CHEUAL THEME ST. MEE FEATURING THIN-CRUST NEAPOLITAN-STYLE PIZZA BAND MOTHERITIC WOOD-FRESH, BRICK OVEN BY THE CENTER STANDER MENUAL PRESH, MADE TO-ORD	ness Owners Phone (day time): (30) 691. 1900 ness Owners Email: BillyBricks 1 C Gmml, com erty Owners Name: Tom Mastersson erty Owners Address: 128 UEST ST. CHARLES Do LOMBARD, II 60148 erty Owners Phone (day time): (30) 889. 0092 Tenant, Building Address, Lease Terms, and Description of Business: (use all paper if necessary) MANT — PRIOR TENANT WAS MANUALE 2 WEST ST. CHARLES ROAD	Business Owners Address		
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Property Owners Name: Town MASTERSON Property Owners Address: 128 ULST ST. CHARLES BD LOMBARD, IL COULB Property Owners Phone (day time): (CBD) 889.0092 Terrent Tenant, Building Address, Lease Terms, and Description of Business: (use Iditional paper if necessary) NACADIT - PRIOR TENANT WAS ALAWODE BRUCKS IS A MODERATELY PRICED CAUAL THEME ST. MEE FEATURING THIN-CRUST NEAPOLITAN-STYLE PIZZA, BA NATHENTIC WOOD-FREID, BRICK OJEN MS THE CENE	erty Owners Name: Tom MASTERSON erty Owners Address: 128 UEST ST. CHARLES DO LOMBARD, IL 60:48 erty Owners Phone (day time): (630) 829.0092 Tenant, Building Address, Lease Terms, and Description of Business: (use al paper if necessary) MANT — PRIOR TEMANT WAS MANUALE Z WEST ST. CHARLES ROAD	Business Owners Phone (d	ay time): (630) 69	1.1900
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Pro	posed Improvements associated with the project:
Pla	ns/Drawings prepared by:
ΔΊ	Name: BARKER NESTER
	•
В. А	Address: 5135 Wanteeceo AUE
	SKOKIE, I 60074
C. F	Phone (day time): <u>847. 763. 1692</u>
· · ·	none (day time)
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D. E	estimated Cost of the project: \$
	Estimated Cost of the project: \$ement of Understanding.
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State	ement of Understanding. The applicant (undersigned) agrees to comply with the guidelines and proc
State A.	ement of Understanding. The applicant (undersigned) agrees to comply with the guidelines and proc of the Restaurant Forgivable Loan Program and the specific recommendation of the Director of Community Development. The applicant must submit detailed cost documentation, copies of building
	ement of Understanding. The applicant (undersigned) agrees to comply with the guidelines and proceed of the Restaurant Forgivable Loan Program and the specific recommendation of the Director of Community Development.
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State A. B.	The applicant (undersigned) agrees to comply with the guidelines and proc of the Restaurant Forgivable Loan Program and the specific recommendation of the Director of Community Development. The applicant must submit detailed cost documentation, copies of building permits, and all contractors waivers of lien upon completion of work.
State A. B.	The applicant (undersigned) agrees to comply with the guidelines and processor of the Restaurant Forgivable Loan Program and the specific recommendation of the Director of Community Development. The applicant must submit detailed cost documentation, copies of building permits, and all contractors waivers of lien upon completion of work. The applicant, owners, and all contractors must comply with all federal and
State A. B.	The applicant (undersigned) agrees to comply with the guidelines and proc of the Restaurant Forgivable Loan Program and the specific recommendation of the Director of Community Development. The applicant must submit detailed cost documentation, copies of building permits, and all contractors waivers of lien upon completion of work. The applicant, owners, and all contractors must comply with all federal and regulations (see the attached list).

WELLES HIS IDEEN POINTSUGHED FOR 31/2 YEARS AND HAS

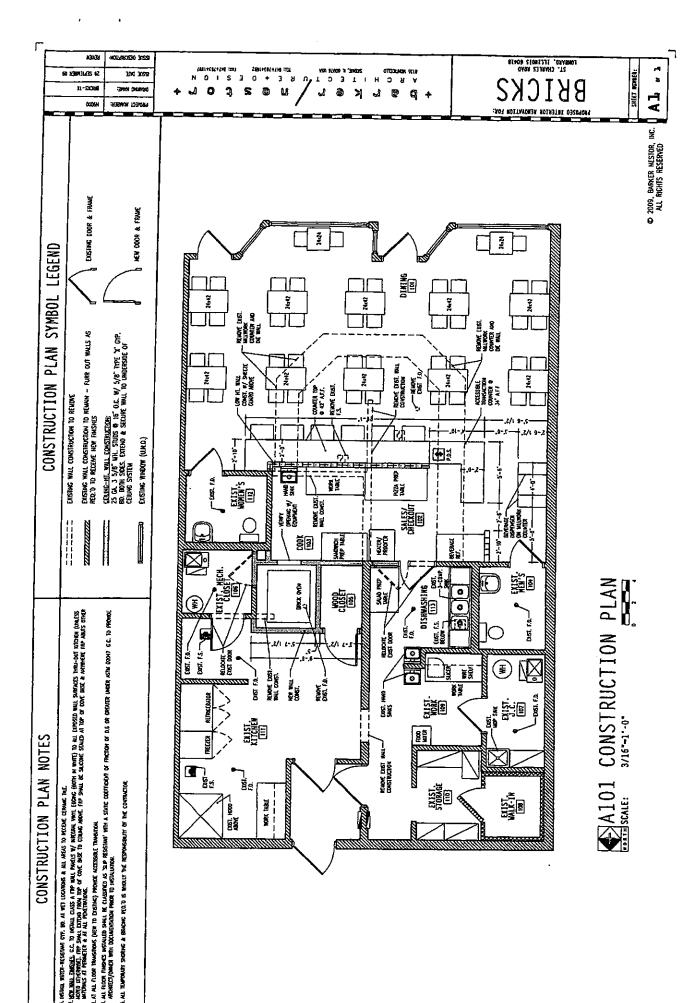
Return application to:

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

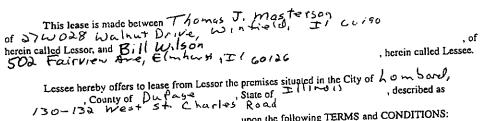
Bricks is a moderately priced, Fast-Casual Theme Style Café Featuring Thun-Crusted Neapolitan - Style RZZZ, Baked in an Authentic Wood Fired, Brick Oven AS The Centerpiece of A Simple Menu Serving Fresh, Made-To-Order Salads, Governet Soups, Desserts and Hearth-Baked Artisan Sandwiches Endenjee in a Casual, Relaxed Call Atmosphere Bricks Has Been Established For Amost Four years And Has Been Festured on ABC 7's "Chicago 190 North" As well As "Chicago Magazine." our current location AT 104 West St. Charles DE Has Limited Sexting (16) And Restricts our Dining Room Soles which makes it more Difficult to Grow our Business The Mare 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 OUT MANY, Bricks will Become the Kind of Sit Down Café That The Downtown Needs And is Looking For With The Added Sealing we will Aggreswely look For New Customers To lad To our layer Base And Superted To weverse Goles 50% Within First Year

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

<u>Item</u> Demolition Permit		<u>Cost</u> \$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. S Moving Equipment with Operator - Re-install stack \$2,165	t. Charles - \$2,600 \$1,000	\$5,765
Miscellaneous		\$1,000
	Total	\$40,815



COMMERCIAL LEASE



, upon the following TERMS and CONDITIONS: years, commencing

- 1. Term and Rent. Lessor demises the above premises for a term of four (4) 792013 or sooner as pro-January 1st, 182010, and terminating on December 31st, vided herein at the annual rental of Soe Exhibit A vided herein at the annual rental of), 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. 128 W. 57. Charles RD. Long and JT/ 60198
 - 2. Use. Lessee shall use and occupy the premises for sde pizza and essociated goods . The premises shall be used 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 plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:

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.

- first obtaining the written consent of Lessor, make any alterations, addi-4. Alterations. 4 tions, 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 thereafter.
- 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 covcrage. 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.



(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 apport med 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, Lesson 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 e-tent 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 elec: 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 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(S) 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 commen to such curing within such five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such de ault), then Lessor may terminate this lease on not less than tive (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 pussession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any tern shall be deemed a waiver.
 - 15. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Two Housand two hundred do llars 7500 Dollars (\$ 2, 200 500) us 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 lax 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 66% % 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 cycni the demised premises are situated in a shopping center or in a confinered billed in which there are common areas. Lessee agrees to pay his pro-rate 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
 - 21. Heirs, Assigns, Successors. This lease is binding upon and intres 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 forty-eight (48) 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 \$500 terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$500 terms. The option shall be exercised by written notice given to Lessor not less than himety (90) 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 a 2 d

 A A A A

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O E. Z. Legal Forms. Before you use this form, read it, fill in all blanks, and muke whateve, changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's filness for your purpose and use. E-7. Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose.

EXHIBIT A

First year,	
	10, Annual Rent is twenty-six thousand four hundred dollars no/100
(\$26,400.00) payable in twelve (12) i	installments of \$2 200 00 days.
January 1 ^{st,} 2010	
February 1 ^{st,} 2010	July 1 st , 2010
March 1 st , 2010	August Ist 2010
	September 1 ^{st,} 2010
April 1 ^{st,} 2010	October 1 st 2010
May 1 ^{st,} 2010	November 1 ^{st,} 2010
June 1 ^{st,} 2010	December 1 ^{st,} 2010
Second year,	
January 1st, 2011 to December 31, 20	11 Annual Rent is twenty seven thousand three hundred dollars
no/100 (\$27,300.00) payable in equal	installments of \$2,275.00 due:
January 1st, 2011	July 1 ^{st,} 2011
February 1 ^{st,} 2011	
March 1 st , 2011	August 1 ^{st,} 2011
	September 1 ^{st,} 2011
April 1 st , 2011	October 1 ^{st,} 2011
May 1 st , 2011	November 1 ^{st,} 2011
June 1 ^{st,} 2011	December 1 ^{st,} 2011
Third year,	
January 1st, 2012 to December 31st, 20	12 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	N.b. 15 2012
February 1 ^{st,} 2012	July 1 ^{st,} 2012
March 1 st , 2012	August 1st, 2012
	September 1 st 2012
April 1 st , 2012	October 1 ^{st,} 2012
May 1 ^{st,} 2012	November 1 ^{st,} 2012
June 1 st 2012	December 1 ^{st,} 2012
Fourth Year,	10.4
January 1", 2013 to December 31", 20	13 Annual Rent is twenty-nine thousand one hundred dollars no/100
(\$29,100.00) payable in twelve installr	nents of \$2,425.00 due:
January 1st, 2013	July 1 ^{st,} 2013
February 1st, 2013	August 1 ^{st,} 2013
March 1 ^{st,} 2013	September 1 st , 2013
April 1 ^{st,} 2013	October 1 st , 2013
May 1 ^{st,} 2013	·
	November 1 st , 2013
June 1 st 2013	December 1 st 2013
Late Fees: Lessee will nav said rents in	a manner and form herein specified, Lessee shall pay to Lessor the
sum at \$25 M per day as late fees for a	my rental payment unpaid to Lessor by the fifth day of the month.
Sing of 125.00 per day as late fees for a	my remai payment unpaid to Lessor by the fifth day of the month.
	- 1/2 /2 - // /2 /2 ·
Lessee da	ate 10/10/6/ Lessor date 18/30/3
	LI LIUSSOI
·	ate
Lessee	

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 Lessec, 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 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 nor ratial 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.

RUWL 10/30/09 /20 /0/30/09
Lessee Date

Date

EXHIBIT C

Commercial General Liability	\$2,000,000 General Aggregate \$2,000,000 Completed Operations Aggregate \$1,000,000 Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Payments
Workers Compensation	Statutory
Employers Liability	\$500,000/\$500,000/\$500,000
Additional Insured	Thomas J. and Cynthia A. Masterson
	•
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By Bul W. Lessee	date 16 32 Poby Lessor	date/0/30/00
Lessee	dateby Lessor	date
Lacena	date	

EXHIBIT D

\$2,500.00 per month for the first twelve (12) months January 1st, 2014 to December 31st, 2014.

\$2,575.00 per month for months thirteen (13) through twenty-four (24) January Ist, 2015 to December 31st, 2015.

\$2,650.00 per month for months twenty-five (25) through thirty-six (36) January 1st, 2016 to December 31st, 2016.

\$2,725.00 per month for months thirty-seven (37) through forty-eight (48) January 1st, 2017 to December 31st, 2017.

By FWWO	_date sols
Lessee	date
Laccas	

BRICKS CAFÉ LOMBARD #1

	htmarin merman	4) Continuous de la Continuo									
	Budget		hiy								
Guest Counts	1600	2,200		<u> </u>							
lunch	700	800	↓								
dinner	900	1,400	1_								
8ALES											
Sales - Food	\$26,000	\$36,000	99%								
Sales- gift certificates	\$1,000	\$-	0%								
Subtotal Food Sales	\$26,000	\$32,000	###								
Sales - Beer	\$ -	\$1,000	3%								
Sales - Wine	\$-	\$1,000	3%								
Subtotal Beverage Sales	\$-	\$2,000	5.5%								
Sales Tax Collected	\$2,000	\$2,300	<u> </u>								
GROSS REVENUE	\$30,000	\$36,300									
Average Gross Receipt		\$16.5	0								
Per Guest											
COST OF GOODS SOLD		·	T		┯┈╢		 #				
Sysco	* B 000	A7.005					- 1	} -			<u> </u>
Produce	\$8,000	\$7,665	###	-	-		┼┈╬		 		
La Briola Bread	\$- \$-	\$- \$-	0.0%		 						
COGS - FOOD	· .		0.0%	<u> </u>			 		\vdash		
COGS - BEVERAGE	\$-	\$- \$-	0.0%				 				
OTALGOSTA FIGOODS ST	\$- 16-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2	\$7,665	0.0%				Seeson :		berreberrasi	onentranskren (invane	In Nyanganan ing kasa
LABOR COSTS		2/,000	ا قامینیستا		多数等				13.		
Management Labor				1		<u> </u>					
Salary - Mgmt - FOH	\$3,200	\$3,200	0.007								
Calary - Ingritt - 1 Ori	\$0,200	\$3,200	8.8%			<u> </u>	 				
Front of House (Hourly)	-						 				
Servers & Hourly Mgmt.	\$7,000	\$7,200	###			<u> </u>					
Overtime - FOH	\$-	\$-	0.0%				 				
	\$7,000	\$7,200	###]					
	47,000 L	Ψ1,200	****			<u></u>					
FICA TAX	7.65%	\$551	一	<u>. </u>		<u> </u>				 -	`
UNEMPLOYMENT TAX	3.10%	\$223	_		十		-	-' -	-		
	#REF!	\$11,174	###				一十	 ,	-		
TOTAL FOOD & LABOR COS		\$18,839	###	-		· · · · · ·			 {		
							l				 _
Gross Profit		\$17,461	48%						_ -		

	Budget	THE PE	214 210				3017/72/2019	2 7 7 4 7 4 1 4 1 4 1 1 1 1 1 1 1 1 1 1 1	a lementaria	
Exc. Juga	111111111111111111111111111111111111111	augusor	01:00	新班里/李达克	5.5.5.2					
	<u>agi kanya di sani t</u>									
Cash over/short		\$50	0.1%				<u> </u>	T	1	
Disposal Trash Service	\$-	\$60	0.2%			十一	 	┼	 	┿
Utilities	\$-	\$616	1.7%					┼	 	
Telephone Expenses	\$-	\$195	0.5%					┼	 	
Loan installments	\$-	\$800	2.2%				·	╁╌	 	
Insurance Cost Health	\$-	\$-	0.0%					┿	╄───	+
Company Car Lease		\$400	1.1%		·			┼	 	
Property Insurance Costs	\$-	\$275	0.8%			 	· · · · · · · · · · · · · · · · · · ·	╁──	ļ	┼──
Advertising & Promotions	\$-	\$300	0.8%					╁	 	
Live Entertainment	\$-	\$-	0.0%					+-	 	
Heating & Cooling PM	\$-	\$150	0.4%					 		
Linen Expenses	\$ -	\$100	0.3%							
Office Expenses	\$-	\$40	0.1%					 	 	
Credit Card Fees	\$ -	\$350	1.0%							
Sales Tax	\$-	\$2,200	6.1%							
Lease Payment	\$ -	\$2,200	6.1%						· · · · · · · · · · · · · · · · · · ·	
Hood Cleaning Services	\$-	\$-	0.0%							
Uniforms	\$-	\$60	0.2%							
Cable TV Service	\$-	\$65	0.2%					-		
Accounting Services Outside	\$ -	\$65	0.2%							
Fire Alarm	\$ - [\$40	0%							
License & Permits	\$- [\$56	0.2%							
Payroll Services	\$- [\$125	0.3%							
Wood Delivery	\$- [\$368	1.0%							
Ahola Computer Support/Gift C	\$- [\$251	0.7%							
Bank Charges	\$- [\$50	0.1%							
Total Expense	\$- <u>[</u>	\$8,816	###					Ī		<u> </u>
Ve. Teeds		13:00	29/15							

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