NOTICE OF MEETING
of the
JUDICIARY COMMITTEE OF THE
BOARD OF TRUSTEES OF THE VILLAGE OF WILMETTE

Monday, January 9, 2023 at 7:00 P.M.
Committee Meeting Room – Second Floor of Wilmette Village Hall
1200 Wilmette Avenue, Wilmette, Illinois

AGENDA

I. Call to Order.

II. Approval of Minutes.
   Minutes of the Judiciary Committee meeting of August 23, 2022.

III. Review of EvaDean’s Bakery & Cafe application for a Class J-1 Liquor License.

IV. Recommendation of code amendments regarding the approval process for liquor license applications.

V. New Business.

VI. Public Comment.¹

VII. Adjournment.

¹ Members of the public that attend the above noticed meetings may address the public body during Public Comment. Members of the public that will not be attending the above noticed meetings may submit a comment in advance of a meeting by emailing their comment to publiccomment@wilmette.com. All emailed comments received two hours prior to the start of a meeting will be provided, unredacted, to the public body. Emails received at any time within two hours of the beginning of the meeting until its adjournment will be included in the draft minutes of the meeting.

Members Present: Trustee Kate Gjaja, Chair
Trustee Peter Barrow
Trustee Daniel Sullivan

Staff Present: Jeffrey Stein, Corporation Counsel

Guests Present: Ryan O’Donnell, owner/applicant for Buck Russell’s

I. Call to Order.

Chair Gjaja called the meeting to order at 6:34 p.m. Committee members Barrow and Corporation Counsel Jeff Stein were present. Trustee Sullivan arrived late.

II. Approval of Minutes: Judiciary Committee Meeting of December 14, 2021.

Chair Gjaja directed the Committee’s attention to the draft minutes of the Judiciary Committee meeting of December 14, 2021.

Trustee Barrow moved that the Committee approve the minutes, seconded by Chair Gjaja.

No further discussion occurred on the motion. Upon a call of the roll the following voted:

   Ayes   Trustees Barrow and Chair Gjaja.
   Nays:  None.

   The motion carried.

III. Review of Buck Russell’s application for a Class B-1 Liquor License.

Chair Barrow made a motion to recommend approval for a Class B-1 Liquor License for Buck Russell’s, seconded by Chair Gjaja.

Corporation Counsel Jeffrey Stein said Buck’s Russell’s has applied for a Class B-1 Liquor License which allows for the sale of beer, wine and hard seltzer only as well as for delivery and sale for offsite consumption (sealed containers). Mr. Stein said this is an existing restaurant, and the applicant, Ryan O’Donnell, is an existing liquor licensee with a clear background.
Chair Gjaja asked if this license class allows for the filling of growlers and crowlers.

Mr. Stein said yes, if they have a tap.

Chair Gjaja said they would not be allowed to sell spirits. She then asked about any outdoor considerations.

Mr. Stein said currently, Buck Russell’s does not have any outdoor seating.

Mr. O’Donnell said they have some benches.

Mr. Stein said in that case, if you have an outdoor seating license, service would be allowed so long as it was in conjunction with the service of food. He said no drinks would be allowed to be removed from the site, unless in a sealed container.

Chair Gjaja asked Mr. O’Donnell about his intentions for this liquor license.

Mr. O’Donnell said this application is in response to the patrons’ requests for alcohol. He said they are thinking about providing dinner service and alcohol will add to the experience.

Chair Gjaja asked if alcohol would be available during the lunch hour.

Mr. Stein said drink service is allowed only after 11 a.m.

Mr. O’Donnell said if patrons were interested in a drink with lunch, it would be available. He said the alcohol would be staged behind the counter in a cooler separate from other drinks and served by a manager.

Chair Gjaja asked which counter.

Mr. O’Donnell said behind the cash register counter.

Chair Gjaja said Buck Russell’s is a unique restaurant with its ice cream parlor. She asked how that would work.

Mr. Stein said the entire premises would be considered licensed. He said it would be no different than any other restaurant and patrons could take their glass of wine and head into the bakery or ice cream parlor. He said that would be allowed under state and local laws. He asked if the sandwich shop would be the only area alcohol would be sold.

Mr. O’Donnell said yes, alcohol would not be available to order in the bakery or ice cream bays.

Chair Gjaja said patrons could carry it around the restaurant.
Mr. O’Donnell said yes unless they attempted to leave the restaurant footprint with an open container.

Trustee Barrow said he concurred with the business plan as outlined.

Mr. Stein said he discussed the application with Trustee Sullivan who agreed and would vote in favor if he were here.

Trustee Barrow said Mr. O’Donnell’s organization has an upstanding record with the Village and is a valued member of Wilmette.

Mr. O’Donnell said we would be quick to act on any issues that may arise.

Chair Gjaja asked if Mr. O’Donnell’s intentions were to take over the neighboring property at 1131 Greenleaf.

Mr. O’Donnell said that space is currently occupied.

Chair Gjaja said she frequents Mr. O’Donnell’s other establishments both in Wilmette and other communities. She said she appreciates Mr. O’Donnell’s appearance at the meeting and his clarification on the business plan.

Trustee Barrow asked if there would be a tap or just cans for the beer.

Mr. O’Donnell said there would not be any taps. He said in the future, it may happen; however, currently, there are no plans for that.

Chair Gjaja asked if the cashiers would have to be 21.

Mr. Stein said for the final ring, a manager would need to finish the transaction if the cashier were under 21.

Mr. O’Donnell said everyone in the store is BASSET trained.

There was no further discussion on the topic.

Ayes Trustees Barrow and Chair Gjaja.
Nays: None.

The motion carried.

Mr. Stein said this will be introduced on the August 23 Village Board agenda with final approval on September 13.

There was a short recess to allow for the arrival of Trustee Sullivan.

VI. New Business.

Mr. Stein said the issue of processing time for liquor licensing surfaced with this application, and had he not put the introduction of the license on the agenda for tonight’s Village Board meeting, it might have been 7 weeks
before the license was approved. He said he had to make some educated guesses regarding the Judiciary Committee’s (JC) opinion on the application, which was not a big issue this time but could be in the future. After discussing streamlining liquor license applications with Village Manager Mike Braiman, he recommends waiving the introduction and going straight to the adoption phase in one Board meeting, should the application receive a unanimous recommendation from the JC. He said all other rules such as tabling or pulling an item off consent for discussion would still apply. He said this would shorten the number of meetings and the process overall. He asked if the JC was interested in that.

Trustee Barrow said if the JC votes unanimously, he can see no reason for delay. He said if there is a difference of opinion within the JC, that may be a different story.

Mr. Stein concurred and said the rules would still apply for tabling to allow discussion. However, he said when these things are cut and dry and unanimous, we want to give those liquor licensees the ability to sell as soon as possible.

Chair Gjaja asked if we were receiving complaints.

Mr. Stein said not necessarily, but in this instance Mr. O'Donnell was questioning the length of the process. He said he has received feedback from other restaurateurs that this is a long process. He said while he defends the process, as it is thorough and vetted, we may not need that one introduction.

Chair Gjaja asked when Buck Russell’s applied.

Mr. Stein said this application was in discussions with the applicant's attorney weeks before we received an amended application.

Chair Gjaja asked when the application is received in the Legal Department, is the delay due to the availability of the JC members to meet.

Trustee Sullivan said he believes in this case, that was true. He said his schedule is tight and the original proposed meeting time was during the day, which he could not make. He said at some point, streamlining the process is necessary.

Mr. Stein said we have streamlined the process in the past to allow for the transfer of a license or an amended application of an existing license be done through a discussion with the Village President and Chair of the JC; however, there always needs to be some vetting that is done through the JC when a new application is filed.

Chair Gjaja said we cannot speak for future Boards.
Trustee Sullivan said this was an easy business plan with no concerns, so the meeting was very short. He said other applications may have more issues and take longer to discuss.

Mr. Stein said every new application needs to be discussed at the JC level, but once the JC has reached a unanimous decision, we can streamline down to one Village Board meeting. He said the case could always be pulled off consent, tabled or denied at the Board level.

Trustee Barrow said we should make this change to streamline the process.

Chair Gjaja said this would only apply to liquor licenses with a unanimous vote from the JC. She then asked if under the new protocol, would this application have gone to the Village Board tonight or would we allow time for people to digest the application.

Mr. Stein said, no because the JC met on the same day as the Board meeting.

Trustee Sullivan said this was a reasonable case for Mr. Stein to make assumptions, as the licensee is established in the Wilmette business community and holds another liquor license in good standing.

Trustee Barrow gave Griffin’s application as an example of a case where there was robust discussion at the JC level, and it was on the Consent Agenda at the Village Board level.

Mr. Stein concurred and said the introduction at that point served no purpose.

Mr. Stein said he would have something written up for the next JC meeting along with an Ordinance change to be presented.

Trustee Sullivan asked if Mr. Stein was aware of any new licenses in the future.

Mr. Stein said Wayfair’s Sip-n-Shop is on the horizon; however, due to construction delays, the application has not yet been submitted.

There was no further discussion and no other new business.

V. Public Comment.

There was no public comment.

VI. Adjournment.

Trustee Sullivan moved to adjourn, seconded by Trustee Barrow.

Ayes Trustee Barrow, Sullivan and Chair Gjaja.
Nays: None.  
**The motion carried.**

Trustee Gjaja declared the meeting adjourned at 6:58 p.m.

Respectfully Submitted,

Jeffrey Stein,  
Corporation Counsel
Jory Downer, owner of EvaDean’s Bakery & Cafe, located at 1115-1117 Central Avenue, has submitted an application for a Class J-1 Liquor License which would allow the retail sale of beer, hard seltzer and wine for consumption on the premises as well as for the retail sale of beer, hard seltzer and wine in its original package or packages for consumption off the premises.

In summary, a Class J-1 Liquor License authorizes the retail sale of alcoholic liquor by restaurants, including sales at a bar, when such sale is incidental and complementary to consumption of a meal by each such patron, when:

1. the number of seats at the bar shall not exceed 15 percent of the number of seats at tables where meals are served;
2. the total square footage of the restaurant is greater than 2,500 square feet; and
3. the restaurant is located in the Village Center zoning district.

The delivery and/or carry out of alcoholic beverages in their original packaging and premixed cocktails is also allowed under this license. Furthermore, the filling of growlers or crowlers is also allowed.

The current layout provided in the application exceeds the 15 percent threshold requirement mentioned above. As such, the applicant, if they wish to receive the Class J-1 Liquor License will need to modify their current layout prior to receiving approval from the Village Board.

The annual license fee for a Class J-1 License is $3,100.

There are no available Class J-1 Licenses. In order for the Village President as Local Liquor Commissioner to issue such a license there must be one made available. The Village Board is the body which determines whether to create additional available licenses.

The application and supporting materials for EvaDean’s Bakery & Cafe liquor license are attached. The applicant is also expected to be present at the Judiciary Committee meeting to answer any questions.
APPLICATION FOR VILLAGE OF WILMETTE
LOCAL LIQUOR LICENSE*

* This Application requests information required under Chapter 10, Liquor Control, Wilmette Village Code 1993, (as amended). Failure to provide any applicable information will result in the automatic denial of a license. The acceptance of the fee herein does not constitute approval by the Village of Wilmette of the Application for a liquor license. If this Application is denied, all fees will be refunded.

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<tr>
<th>Application for CLASS J-1 Liquor License</th>
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NOTE: Local liquor licenses allow the licensee to sell or offer for sale alcoholic liquor only at the premises specified in the license. Each license shall terminate one year from the date of issuance. Renewal applications shall be submitted at least 60 days prior to expiration.

Failure of licensee to comply with the liquor control requirements and restrictions set forth in Chapter 10 of the Wilmette Village Code may result in revocation or suspension of the liquor license.

FOR OFFICE USE ONLY

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<td>Disposition:</td>
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<td>Denied</td>
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<td>Granted</td>
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<td>Date:</td>
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<td>License #:</td>
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<td>Date License Issued:</td>
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<td>Date License Expires:</td>
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PART A. GENERAL APPLICANT INFORMATION: to be completed by all Applicants.

Name of Applicant(s): Eva Dean's LLC

Check Appropriate Box:
- New Application: [X]
- Renewal Application: [ ] If Renewal Application, provide the following:
  - Current Wilmette Liquor License #: __________________ Date first issued: __________________
  - Current Illinois Liquor License #: __________________

Name of Business That Will Be Selling Alcohol:
Eva Dean’s Bakery & Cafe

*NOTE: Renewal Applicants need only complete the sections of this Application which have changed since the original or last renewal application was submitted.

Status of Business:
- [ ] Sole Proprietorship Date Assumed Name Filed: __________________
- [ ] Partnership Date of Formation: __________________
- [ ] Illinois Corporation Date of Incorporation: __________________
- [ ] Foreign Corporation State of Incorporation: __________________
- [X] Limited Liability Company Date Formed: 2/28/2023
- [ ] Club/Association Date Formed: __________________
  - Stated Purpose: __________________
  - Summary of Club activities this past year:

Address of Business Premises at Which Liquor Will Be Sold:
115-117 Central Ave Wilmette IL 60091

Business Telephone #: 630-338-7410
Business Fax #: __________________
Business Web Site and/or E-mail address: evadeanswilmette@gmail.com
Hours of Business Operation:

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<th>Sun</th>
<th>Mon</th>
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Ownership of Premises: Name and address of the owner of the property upon which the business will operate. (Except for renewal applications, if Applicant does not own the property, a copy of the current lease must be attached. NOTE: The lease must cover the full term of the license.)

Garrett VanBergen 3601 Foster St Evanston IL 60203

Federal Employer Identification Number: 07-3313048

Illinois Business Tax (Sales Tax) Number: 

Insurance Policies Covering the Operation of the Business and the Business Premises:

<table>
<thead>
<tr>
<th>Insurance Company</th>
<th>Type of Policy</th>
<th>Policy #</th>
<th>Co. Phone #</th>
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<tbody>
<tr>
<td>Hill &amp; Hill Insurance Agency</td>
<td>General Liability</td>
<td>144-04774110 5-00</td>
<td>847-866-7400</td>
</tr>
<tr>
<td>Hill &amp; Hill Insurance Agency</td>
<td>Liquor Liability</td>
<td></td>
<td>847-866-7400</td>
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Address of any other premises within Wilmette at which liquor may be warehoused:

Identify the financial/lending institutions from which financial aid will be or has been provided to the Business:

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>Address</th>
<th>Account #</th>
<th>Amount of Loan</th>
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<tbody>
<tr>
<td>Winstar Bank</td>
<td>507 N M.Illinois Ave 60048</td>
<td>3I864091-01</td>
<td>3,600,000.00</td>
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For restaurant applicants only, attach a copy of the floor plans with complete dimensions noted. (Not applicable for renewal applications)
PART B. OWNERSHIP INFORMATION: to be completed by all Applicants in accordance with the Status of Business stated above in Part A. This information must be provided for each owner/officer/director/partner as well as shareholders with stock interests equal to or exceeding 5% and for any manager or agent that will be conducting the business. If there are shareholders who own less than 5% indicate the aggregate total ownership in the space provided.

Manager/Agent Conducting Business:

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<th>Name (Last, First)</th>
<th>MI</th>
<th>Home Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<td>Downey, John</td>
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<th>Sex</th>
<th>Title/Position</th>
<th>Telephone #</th>
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Owners/Officers/Directors/Partners/Shareholders:

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Total Percentage of Stock Held by all Persons with less than a 5% interest: ____________%.

Clubs/Associations must submit along with this Application, two (2) copies of a list of its members names and addresses.
If there is an existing and/or contemplated agreement for the sharing of profits on a basis other than the % owned stated above, or with individuals/entities not stated above, provide the following:

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<th>Name</th>
<th>Address</th>
<th>Sharing Arrangement</th>
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### PART C. SOLE PROPRIETORSHIP INFORMATION: to be completed by Applicants operating as sole proprietorships.

Name: __________________________

(First) (Middle) (Last)

__ Male  __ Female

Date of Birth: ________________ Place of Birth: ________________

Citizenship: __United States  __Other

If a naturalized citizen, provide the date and place of naturalization:

________________________________________________________________________

If not a U.S. citizen, attach a copy of the documentation which identifies Applicant's legal status in this country.

Home Address: __________________________

________________________________________________________________________

Home Phone#: _________________________ Home Fax #:  _________________________

E-mail Address: _________________________

Social Security #: _________________________ Driver's License #: _________________________

Marital Status: ___ Married ___ Single ___ Divorced ___ Widowed

Name of Spouse: __________________________________________ Maiden Name: _________________________

Social Security # of Spouse: _________________________

Name and Address of any Former Spouse: __________________________

________________________________________________________________________

List all previous residences for the past 10 years:

<table>
<thead>
<tr>
<th>Address</th>
<th>Own/Rent</th>
<th>From/To</th>
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</table>
Provide current and former employment history for the past 10 years:

<table>
<thead>
<tr>
<th>Employer</th>
<th>Address</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennison's Bakery</td>
<td>1000 Davis, Brandon</td>
<td>847-325-9784</td>
</tr>
<tr>
<td>Immediate Supervisor</td>
<td>Owner</td>
<td>From/To 1983-Present</td>
</tr>
</tbody>
</table>

**PART D. LIQUOR LICENSE HISTORY:** to be completed by all Applicants and any other person listed above in Part B.

Indicate whether this is your first application for a liquor license: **X** No  

If this is not your first application, identify each licensing authority (state, county, municipality) from which a license has been sought and the disposition of each application. If you have ever had a license denied, or if you have ever withdrawn an application, please provide a written statement setting forth the reasons and circumstances.

<table>
<thead>
<tr>
<th>State/County/Municipality</th>
<th>Granted/Denied/Withdrawn</th>
<th>Issuance Date, if any</th>
<th>Expiration Date, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>In/Coek/Vallette</td>
<td>Granted</td>
<td>April 2003</td>
<td>Closed</td>
</tr>
</tbody>
</table>

Provide your Federal Tax Stamp Document Control Number showing that your business been approved to sell alcoholic beverages by the Federal Bureau of Alcohol, Tobacco and Firearm.
### PART E. ELIGIBILITY QUESTIONS:

to be completed by all Applicants and any other person listed in Part B. above. If any question is not answered, the Application will be rejected.

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<th>YES</th>
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<td>1.</td>
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<tr>
<td>Are you delinquent in the payment of any Illinois Business Tax (sales, withholding, etc.)?</td>
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<tr>
<td>2.</td>
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<td>❌</td>
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<tr>
<td>Have you ever applied for and been denied a liquor license?</td>
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<td>3.</td>
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<td>Have you ever had any previous liquor license revoked?</td>
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<td>4.</td>
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<td>Have you ever been convicted of a felony?</td>
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<td>5.</td>
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<td>Do you possess a current federal wagering stamp?</td>
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<td>6.</td>
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<td>Do you or any partner, officer, manager, or any stockholder owning directly or indirectly in the aggregate equal to or more than 5% of the corporate stock possess a current federal wagering stamp issued by the United States Internal Revenue Service?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td>❌</td>
</tr>
<tr>
<td>Have you ever been convicted of a gambling offense as defined and enumerated in the Illinois Liquor Control Act, 235 ILCS 5/6-2(16)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td>❌</td>
</tr>
<tr>
<td>Are you, other person with an interest in the business, a public official or law enforcement official within the jurisdiction of the Village of Wilmette?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td>❌</td>
</tr>
<tr>
<td>Except for merchandise credit in the ordinary course of business, have you received or borrowed money, credit or anything of value directly or indirectly from any other licensee, supplier, manufacturer, importer, distributor, or representative thereof, of alcoholic products?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If the answer to any of the above questions was "yes," a written detailed explanation must be provided below:

__________________________
__________________________
__________________________

For each Manager and/or Agent listed above in Part B, state whether he/she would be qualified to obtain a state and local liquor license. If your answer is No, provide a complete explanation.

**X** Yes  _No_

__________________________
__________________________

For each person listed above in Part B, provide the following citizenship information:

**X** United States  _Other_

If a naturalized citizen, provide the date and place of naturalization:

__________________________

For each person listed above in Part B who is not a U.S. citizen, attach a copy of the documentation which identifies that person's legal status in this country.
PART F. CERTIFICATION: This Application must be signed by an owner, officer, partner or authorized agent of the business. The signature must be an original—rubber stamps are not acceptable.

I, the undersigned Applicant or authorized agent thereof, swear, affirm and certify that the matters stated in this Application are true and correct and are made upon my personal knowledge and information for the express purpose of obtaining a liquor license from the Village of Wilmette. Further, I swear, affirm and certify that the Applicant is qualified and eligible to obtain the license applied for and that the Applicant understands and agrees not to violate any of the laws of the United States of America, the State of Illinois or the Village of Wilmette.

It is understood and agreed that the Village of Wilmette will be notified within 30 days of any changes in the information stated herein. It is further agreed that all individuals, partners, officers, or managers, as well as all stockholders owning directly or indirectly in the aggregate equal to or more than 5% of the corporate stock, will be fingerprinted in connection with this Application.

[Signature]

Print Name of Applicant/Authorized Agent

[Signature]

Owner Title/Position

11-4-22 Date

Subscribed and sworn before me
This 41st day of NOV., 2022

[Signature]

NOTARY PUBLIC

MARIA ORTIZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Jul 14, 2024

Amended: 8/24/04
EvaDean’s Bakery and Cafe will be a retail bakery and full-service restaurant. The bakery will have counter service, indoor seats, and 14 weather-permitting sidewalk seats. In the storefront of the bakery, patrons can purchase baked goods, fresh juice, coffee, beer, wine, or cocktails and then enjoy them at the available seating with no service staff. They will also have the option to purchase items to go, such as: donuts, decorated cakes, 4 packs of craft beer, or bottles of wine from coolers in the bakery storefront. All of the aforementioned is available on the western side of the property.

Bakery cases will hold items such as French pastries, premade sandwiches, donuts, decorated cakes, artisan bread, cookies, etc. We will also offer a full coffee service menu with drip coffee and espresso beverages. The bakery will be open 7 days a week with operating hours being 7 AM - 5 PM.

The east side of the property will be a full service restaurant with 42 seats in the main dining room, a 24-seat-closed-off multipurpose room for large groups, private events, and overflow seating, and a 12-seat low bar at the back of the dining room. We intend to use a portion of Veteran’s Park as agreed on by the city for 36 weather-permitting outdoor seats. The menu will focus on breakfast, lunch, and brunch items while highlighting seasonal ingredients and rotating specials. The restaurant side will operate 7 days a week with operating hours from 8 AM - 4 PM.

The two sides of the building are divided by a load bearing wall that runs the length of the building, but will be connected by a walkway that runs from the rear parking lot to the front of both sides of the storefront. This is one business practicing two different concepts under one roof. We will sell beer, wine, liquor, and malt liquor beverages at the bar, tables, and patio on the restaurant side for on-site consumption and to go sales. These will be served by BASSET certified sellers/servers. We will be asking for licensing to sell said liquor, beer, wine, and malt liquor beverages. As part of our libations menu, we will
be highlighting local beers, craft mimosas, our signature bloody mary served with artisan garnishes, and a heavily brunch driven cocktails.

Our goal is to establish an enjoyable daytime establishment that offers indoor and outdoor dining, and is well respected to the families and young couples in the village of Wilmette.

Best regards,

Garrett VanBergen and Jordana Downer
WARRANTY DEED

THE GRANTOR, CONNOR MAX L.L.C.-1115 CENTRAL, an Illinois series limited liability company, a limited liability company created and existing under and by virtue of the laws of the state of Illinois, and duly authorized to transact business in the State of Illinois, for and in consideration of TEN AND 00/100 DOLLARS ($10.00), and other good and valuable considerations in hand paid, and pursuant to authority given by the Members of said company, CONVEYS AND WARRANTS TO GRANTEE, EVADEAN'S REAL ESTATE, LLC, an Illinois limited liability company, whose address is 3601 Foster, Evanston, IL 60203, all interest in the real estate legally described on Schedule 1 attached hereto situated in the County of Cook, State of Illinois:

PINs and Common Address: Permanent property index no. 05-34-111-005-0000
Property address: 1115-17 Central Avenue, Wilmette, IL 60091

This is not homestead property.

THIS INSTRUMENT IS SUBJECT TO: General taxes for 2021 second installment and subsequent years; special taxes or assessments, if any, for improvements yet to be levied or issued; installments, if any, not due at the date hereof of any special tax or assessments for improvements heretofore completed; building lines; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record which do not interfere with the intended use of the Property as a bakery/café/restaurant with the serving of alcohol; party wall rights and agreements, if any; roads and highways; acts done or suffered by or through the Purchaser.
WARRANTY DEED

THE GRANTOR, CONNOR MAX L.L.C.-1115 CENTRAL, an Illinois series limited liability company, a limited liability company created and existing under and by virtue of the laws of the state of Illinois, and duly authorized to transact business in the State of Illinois, for and in consideration of TEN AND 00/100 DOLLARS ($10.00), and other good and valuable considerations in hand paid, and pursuant to authority given by the Members of said company, CONVEYS AND WARRANTS TO GRANTEE, EVADEAN’S REAL ESTATE, LLC, an Illinois limited liability company, whose address is 3601 Foster, Evanston, IL 60203, all interest in the real estate legally described on Schedule 1 attached hereto situated in the County of Cook, State of Illinois:

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IN WITNESS WHEREOF, Grantor has caused its name to be signed to this present by its Member, this 21st day of March, 2022.

Connor Max L.L.C.-1115 Central
an Illinois series limited liability company

By: [Signature]
Name: Momtaz Taleb
Its: Managing Member

STATE OF ILLINOIS
COUNTY OF COOK

STATE OF ILLINOIS COUNTY OF COOK ss. I, the undersigned, a notary public in and for said county, in the state aforesaid, DO HEREBY CERTIFY that Momtaz Taleb, personally known to me to be the Member of Connor Max L.L.C.-1115 Central, an Illinois series limited liability company, appeared before me this day in person and acknowledged that as Member, he signed and delivered the said instrument, pursuant to authority given by the Members of said company, as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 21st day of March, 2022

commission expires: 11/01/2022

NOTARY PUBLIC

REAL ESTATE TRANSFER TAX

| COUNTY:   | 575.00 |
| ILLINOIS: | 1,150.00 |
| TOTAL:   | 1,725.00 |

OFFICIAL SEAL
Shaunise Trainor
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/01/2022

05-34-111-005-0000  20220301649166  0-355-290-512
SCHEDULE 1

LEGAL DESCRIPTION

THE EAST ½ OF LOT 3 IN BLOCK 18 IN THE VILLAGE OF WILMETTE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent property index no. 05-34-111-005-0000
Property address: 1115-17 Central Avenue, Wilmette, IL 60091
Name of Buyer: EVANDEAN'S REAL ESTATE, LLC

Property Address: 1115-1117 CENTRAL AVE  WILMETTE, IL. 60091

Issue Date: 3/11/2022

### Revenue Stamps:

<table>
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<tr>
<th>Qty</th>
<th>Village of Wilmette</th>
<th>$</th>
<th>3 = $</th>
<th>1115-1117 CENTRAL AVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qty</td>
<td>Village of Wilmette</td>
<td>$</td>
<td>1 = $</td>
<td>1115-1117 CENTRAL AVE</td>
</tr>
<tr>
<td>Qty</td>
<td>Village of Wilmette</td>
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<td>1115-1117 CENTRAL AVE</td>
</tr>
<tr>
<td>Qty</td>
<td>Village of Wilmette</td>
<td>$</td>
<td>0 = $</td>
<td>1115-1117 CENTRAL AVE</td>
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<td>Village of Wilmette</td>
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<td>Village of Wilmette</td>
<td>$</td>
<td>0 = $</td>
<td>1115-1117 CENTRAL AVE</td>
</tr>
</tbody>
</table>

Real Estate Transfer Tax

- EVANDEAN'S REAL ESTATE, LLC
- $3,450.00
LEASE

ARTICLE 1 - BASIC LEASE PROVISIONS AND EXHIBITS

Section 1.1 - Basic Lease Provisions & Definitions

<table>
<thead>
<tr>
<th>Date of Lease</th>
<th>March 15, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises</td>
<td>1115-17 Central Ave., Wilmette, IL 60091</td>
</tr>
<tr>
<td>Permitted Use of Premises</td>
<td>Restaurant and bar with the sale of alcohol</td>
</tr>
<tr>
<td>Landlord</td>
<td>EvaDean’s Real Estate, LLC 3601 Foster Street Evanston, IL 60203</td>
</tr>
<tr>
<td>Tenant</td>
<td>EvaDean’s, LLC 1115-17 Central Ave., Wilmette, IL 60091</td>
</tr>
<tr>
<td>Term</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>Fixed Base Rent</td>
<td>$20,000</td>
</tr>
<tr>
<td>Additional Rent</td>
<td>Real Estate Taxes, Common Area Maintenance, Insurance</td>
</tr>
<tr>
<td>Utilities</td>
<td>Paid by Tenant</td>
</tr>
<tr>
<td>Option/Renewal Period(s)</td>
<td>Two (2) options to renew for Five (5) years each with</td>
</tr>
</tbody>
</table>

Section 1.2 - Significance of Basic Lease Provision

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this Lease shall be deemed and construed to incorporate all the terms provided under each such Basic Lease Provision.

Section 1.3 - Enumeration of Exhibits

The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligations on its part stated therein.

ARTICLE 2 - PREMISES

In consideration of rents, terms, covenants, conditions and agreements to be performed and observed by Tenant, Landlord hereby leases to Tenant and Tenant accepts from Landlord the Premises, as presently existing or hereafter altered or limited by Landlord upon the conditions set forth in this Lease.

ARTICLE 3 - TERM

(a) TO HAVE AND TO HOLD the Premises unto Tenant commencing upon the Commencement Date and expiring on the Termination Date, unless sooner terminated as provided herein. The term "Lease Year" shall mean a period of twelve (12) consecutive full
calendar months. The first Lease Year shall begin on the Commencement Date or, if the Commencement Date is not the first day of a month, then the first Lease Year shall commence on the first day of the month next following the Commencement Date. Each succeeding Lease Year shall begin on the anniversary of the first Lease Year. Any portion of the Lease Term which is less than a Lease Year shall be deemed a "Partial Lease Year".

(b) At the time the Commencement Date is established, the parties will promptly enter into a supplement to Lease in recordable form, prepared by Landlord, stipulating the Commencement Date and Termination Date of the Term of this Lease, which supplement to Lease may be recorded by either party. This Paragraph shall not apply if a Specific Commencement Date is set forth in Section 1.1.

ARTICLE 4 - RENT

(a) Fixed Base Rent. Tenant shall pay to Landlord, at its address set forth in Section 1.1 or such other place as Landlord may from time to time designate, as "Fixed Base Rent" for the Premises during the term of this Lease without any deduction or setoff, except as expressly provided in this lease, the amount set forth in Section 1.1, in equal monthly installments, in advance, on the first day of each calendar month. In the event the Commencement Date occurs on a day other than the first day of a month, the Fixed Base Rent and other amounts to be paid by Tenant hereof shall be prorated on a per diem basis for any partial month (calculated on the basis of a thirty (30) day month) until the first day of the month following such Commencement Date.

ARTICLE 5 - TRIPLE NET PAYMENTS

A. Tenant shall, at Tenant’s sole cost and expense, pay for all services and utilities, including but not limited to, gas, water, sewer, electricity, heat, air conditioning, snow removal and scavenger, repairs, maintenance, and replacement of all systems, equipment and fixtures servicing the Premises and all fees, taxes and costs relating thereto relating to the building and the parking areas. Further, Tenant shall pay, or cause to be paid, all real estate taxes assessed or accruing against the Premises during the term of this Lease (including any extended term) including any and all interest or penalties which may be assessed as a result of any failure to timely pay the same. Real estate taxes for the last year of the term shall be prorated between Landlord and Tenant upon receipt of the actual bill. Unless Landlord elects otherwise, as hereinafter provided, Tenant shall timely pay all real estate taxes and insurance premiums for insurance required hereunder to be maintained by Tenant as they become due and shall, promptly thereafter, provide Landlord with evidence reasonably satisfactory to Landlord demonstrating that the same have been paid in full. Prior to the Possession Date, Tenant shall provide Landlord with a Certificate of Insurance naming Landlord as an additional insured. All insurance shall contain a provision that it cannot be cancelled without at least 30 days prior written notice being provided to Landlord.

B. Tenant shall have the right, in Tenant’s own name and/or Landlord’s name, as required by law, to contest the amount and/or validity, by legal proceedings, promptly instituted and conducted at Tenant’s own expense and free of expense to Landlord, any such taxes, assessments, water rates, sewer charges or their charges imposed upon or against the Premises or
building thereon by any governmental unit or agency, or any department thereof, and in case any such taxes, assessments, water rates, sewer charges or other charges as referred to herein shall as a result of such proceedings or otherwise be reduced, set aside or to any extent discharged, Tenant shall pay the amount that shall be finally assessed or imposed against the Premises or be adjudicated by final unappealable decision, settlement, dismissal or otherwise, to be due and payable on any such disputed or contested items.

Before any such proceeding is instituted, Tenant shall secure the payment of the aforesaid items to Landlord, provided same are not paid, by any one of the following methods: (a) a bond of a surety company satisfactory to Landlord; (b) the deposit of monies with Landlord sufficient to cover the amount of such contested item or items with penalties and interest at the rate provided by statute for failure to pay such items for the period which such proceedings may reasonably be expected to take. The term “legal proceedings”, as herein used, shall be construed to include appropriate appeals from any judgments, decrees or orders, and certiorari proceedings and appeals from orders therein; provided, however, without limitation to any other provision herein set forth, Tenant shall, with respect to prosecuting any appeals as permitted herein, post such appeal bonds or take such other actions as may be necessary to stay enforcement of any order or ruling appealed from if enforcement thereof could reasonably be determined to materially adversely affect the Landlord, the Premises, or Landlord’s interest in the Lease Premises. No obligation is hereby imposed upon Tenant to commence any such proceeding or undertake an appeal from a decision entered in any such proceeding which has been commenced. Without limitation to anything set forth herein, Tenant shall fully indemnify, protect and hold harmless the Landlord and the Premises from and against any and all loss or damage arising out of or relating to Tenant’s election to contest any taxes, assessments, water rates, sewer charges or other charges as referred to herein.

ARTICLE 6 - INTENTIONALLY DELETED

ARTICLE 7 - CONSTRUCTION

(a) Tenant's Construction. With the exception of the items which specifically enumerated in herein if any, as Landlord's Work, Tenant shall, at Tenant's expense, perform all work and supply all installations and shall fully equip the Premises with all trade fixtures, furniture, furnishings, exterior signs, special equipment and other items necessary for the completion of the Premises and the proper operation of Tenant's business. All items installed by Tenant shall be fully paid for by Tenant. Tenant shall not undertake any construction, nor shall Tenant install any equipment, other than trade fixtures and personal property, without first obtaining Landlord's written approval of plans and specifications therefore, which approval shall not be unreasonably withheld or delayed. Except for employees of Tenant who may perform Tenant's construction without Landlord's consent, Landlord reserves the right to approve Tenant's contractor, which approval shall not be unreasonably withheld, or delayed provided that such approval shall not constitute a waiver of Tenant's obligations to diligently complete its construction in accordance with all applicable regulations as hereinabove provided.

(b) License to Enter Premises. Landlord may, prior to its delivery of the Premises make the Premises available to Tenant for its work and installations, at Tenant's sole risk, and so long as
such work and installations do not materially interfere with the operation of the Premises or its customers. Tenant shall perform all of its obligations under this Lease (except its obligation to pay rent and other charges) from the date the Premises are so made available to Tenant.

ARTICLE 8 - USE OF PREMISES BY TENANT

Tenant shall occupy and use the demised Premises exclusively for the purpose of conducting the business described in Section 1.1 and for no other purpose or purposes without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. Tenant shall continuously and uninterruptedly during the term of this Lease conduct its usual and customary business activity therein fully fixture, stocked and staffed on all normal business days.

Tenant agrees:

(a) To occupy the Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Premises, and without committing or permitting waste;

(b) To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefor;

(c) To keep any refuse in proper containers on the Premises until the same is removed, and to permit no refuse to accumulate around exterior of the Premises.

(d) To permit Landlord free access to the Premises at all reasonable times and upon not less than 24 hours notice, except in cases of emergency for the purpose of examining the same or making alterations or repairs to the Premises the Landlord may deem necessary for the safety or preservation thereof;

(e) To adequately heat and cool the Premises;

(f) To permit no lien which is not discharged, bonded or other form of security within thirty (30) days notice of such filing (whether arising out of work of any contractor, mechanic, laborer or material man or any mortgage, conditional sale, security agreement or chattel mortgage or otherwise) which might be or become a fine or encumbrance or charge upon the Premises or any part thereof or the income therefrom, and to suffer no other matter or thing whereby the estate, right and interest of the Landlord in the Premises or any part thereof might be impaired;

(g) To pay any costs incurred by Landlord in relation to remedying violations caused directly by Tenant its, employees, invitees or customers, which have not been remedied by Tenant, after notice from Landlord or any governmental authority, of this Article 8 as additional rent.

(h) To permit Landlord reasonable access to the Premises for purposes of showing prospective tenants and to permit Landlord to place signs in the windows of the
Premises within one hundred eighty (180) days of the expiration of the term of this Lease or any extension unless Tenant has elected to renew the lease.

ARTICLE 11 - REPAIRS AND ALTERATIONS

(a) Repairs by Landlord. Landlord, shall have no obligations whatsoever regarding repairs and/or alterations to the Premises or parking areas.

(b) Repairs by Tenant. Except as provided in Paragraph 12(a), Tenant shall keep the Premises and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair and/or replace all items including, but not limited to, the heating, air conditioning, electrical, roof, and parking areas the exterior doors, window frames and all portions of the store front area, and shall make any replacements thereof and of all broken and cracked glass which may become necessary during the term of this Lease, and excepting any repairs to items of Landlord's original construction made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance. If Tenant refuses or neglects to commence or complete repairs promptly and adequately, Landlord may make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand.

(c) Alterations or Improvements by Tenant. Tenant shall not, without Landlord's prior written consent, which consent shall not unreasonably be withheld, make, nor permit to be made, any alterations, additions or improvements to the Premises, which consent shall not be unreasonably withheld or delayed. Landlord's consent shall not be required for decorative changes including installation of partitions. Any alterations which may be permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and in good and workmanlike manner, and shall fully and completely indemnify Landlord against any mechanic's lien or other liens or claims in connection with the making of such alterations and improvements. Tenant shall promptly repair any damages to the Premises, or to the building of which the Premises are a part, caused by any alterations, additions or improvements to the Premises by Tenant. Except for employees of Tenant who may perform alterations, additions and improvements without Landlord's consent, Landlord reserves the right to approve any contractor employed by Tenant to make such alterations, additions or improvements provided that such approval shall not constitute a waiver of Tenant's duty to complete such work in a good and workmanlike manner and in accordance with applicable laws and building codes as hereinabove provided.

(d) Removal of Improvements. All items of Landlord's construction, all heating and air conditioning equipment, and all alterations and other improvements by Tenant shall become the property of Landlord and shall not be removed from the Premises. All trade fixtures, furniture, furnishings and signs installed in the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and may be removed upon the expiration of the term of this Lease; provided (i) that any of such items as are affixed to the Premises and require severance may be removed only if Tenant repairs any damage caused by such removal and normal wear and tear excepted (ii) that Tenant shall have fully performed all of the covenants and agreements to be performed by Tenant under the provisions of this Lease. If Tenant fails to
remove such items from the Premises prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings and signs shall become the property of the Landlord unless Landlord elects to require their removal in which case Tenant shall promptly remove same and restore the Premises to its prior condition.

ARTICLE 12 - WAIVERS OF CLAIMS, INDEMNITY AND INSURANCE

(a) Waiver of Claims. In the absence of Landlord’s gross negligence or willful misconduct, neither Landlord nor Landlord's agents or servants shall be liable, and Tenant waives all claims for damage to persons or property sustained by Tenant or any occupant of the Premises resulting from an accident occurring in or about the Premises, resulting from the disrepair of any part of the Premises, or resulting from any act or neglect of any tenant, occupant or any other person, including Landlord's agents and servants. This Paragraph shall apply especially, but not exclusively, to flooding of basements or other subsurface areas, damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas odors or noise, bursting or leaking pipes or plumbing fixtures.

(b) Indemnification by Tenant. Except for Landlord’s gross negligence or willful misconduct, Tenant will indemnify and hold Landlord harmless from and against all loss, cost, expense and liability whatsoever (including Landlord’s cost of defending against the foregoing, such cost to include attorney’s fees) resulting or occurring by reason of the Tenant’s construction, use, or occupancy of the Premises, including the service areas adjoining same and the loading platform area allocated to the use of Tenant, if any.

(c) At all times during the Term of this lease, Tenant shall at its sole cost and expense maintain in full force and effect insurance protecting Tenant and Landlord, and their respective agents, and any other parties designated by Landlord from time to time, with terms, coverages and in companies at all times reasonably satisfactory to Landlord as follows:

   a. Commercial General Liability Insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises, including contractual liability insuring the indemnification provisions contained in this lease, naming Landlord, and Landlord's mortgagee, principals and principals' beneficiaries, and the management of the Premises, as additional insureds, such insurance to afford protection to the limit of not less than One Million Dollars ($1,000,000.00) for each occurrence and annual aggregate.

   b. Workers Compensation Insurance, as required to meet the applicable laws of the state in which the Premises is located, and Employers liability Insurance.

   c. At all times when any work is in process in connection with any change or alteration being made by Tenant, Tenant shall require all major contractors and subcontractors to maintain the insurance in the amount of $1,000,000.00. Landlord and Landlord's mortgagee, principals and principals' beneficiaries and the management of the Premises will be added as additional insureds to such policies, and evidence of same
shall be delivered to Landlord. In the event any contractors hired by Tenant pursuant hereof do not maintain the insurance coverages required herein, Tenant hereby indemnifies and holds Landlord harmless from all costs, damages and repairs caused by said contractors including, Landlord's reasonable attorneys' fees.

d. Property insurance on an "all risk" basis (including sprinkler leakage, if applicable) for the full replacement cost of all additions, improvements and alterations to the Premises and of all office equipment, furniture, trade fixtures, merchandise and all other items of Tenant's property on the Premises.

e. Plate Glass insurance.

f. Liquor liability insurance in the event Tenant obtains a license to sell alcoholic beverages.

g. Such other insurance as Landlord may reasonably require from time to time.

(d) Tenant shall, prior to the commencement of the Term hereof and prior to the expiration of any policy, furnish Landlord certificates evidencing that all required insurance is in force and providing that such insurance may not be canceled or changed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premiums, in which event ten (10) day's prior notice shall be provided).

(e) Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authority and shall not directly or indirectly make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.

(f) Mutual Waiver of Subrogation. Landlord and Tenant each agree to cause to be included in their respective policies of fire and extended coverage insurance the agreement of the issuer thereof that said policies shall not be invalidated by a waiver of claim by the insurer against the Landlord or Tenant, as the case may be, and each will furnish evidence thereof to the other. Each party hereto does hereby remise, release and discharge the other party hereto, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

(g) Landlord consents to maintain, during the entire term, insurance for the full replacement cost of the Premises.

ARTICLE 13 - DAMAGE AND DESTRUCTION

In the event the Premises are damaged by any peril covered by standard policies of fire and
extended coverage insurance to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Premises, the damage shall, except as hereinafter provided, promptly be repaired by Landlord, at Landlord's expense and limited by any amount received by Landlord from insurance proceeds but, in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property. In the event, (i) the Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Premises, or (ii) any damage to the Premises occurs during the last three (3) years of the term of this Lease, Landlord or Tenant may elect either to repair or rebuild the Premises, as the case may be, or to terminate this Lease upon giving notice of such election in writing to the other party within thirty (30) days after the event causing the damage. If the casualty, repairing, or rebuilding shall render the Premises untenantable, in whole or in part, a proportionate abatement of the Minimum Rent shall be allowed until the date Landlord completes the repairs or rebuilding. If Landlord fails, for any reason whatsoever, to substantially complete the repairs within 180 days from the date of casualty, Tenant anytime after the 180-day period and may terminate this lease by providing notice to Landlord in which case neither party shall have any further rights or remedies hereunder. If Landlord is required or elects to repair the Premises, Tenant shall repair or replace its stock-in-trade, trade fixtures, furniture, furnishings, equipment and personal property in a manner and to at least a condition equal to that prior to its damage or destruction and the proceeds of all insurance carried by Tenant shall be held in trust by Tenant for the purpose of such repair and replacement.

ARTICLE 14 - ASSIGNING AND SUBLETTING

Tenant may not sublet the Premises or any part thereof or assign this Lease without Landlord's approval. Any merger, consolidation or liquidation of Tenant or any other transfer of this Lease by operation of Law shall constitute an assignment of this Lease. Tenant shall not permit any business to be operated in or from the Premises by any concessionaire or licensee without the prior written consent of Landlord. Tenant shall provide to Landlord the name, address and financial statement together with such other information as Landlord reasonably requires concerning the proposed assignee, sublessee, concessionaire or licensee. It shall be a condition to any consent by Landlord that Tenant shall reimburse Landlord for any and all cost and expense, including, but not limited to, reasonable attorney's fees for the review and preparation of documents, which may be incurred by Landlord in connection with any of the foregoing. Any consent by Landlord to any assignment or subletting, or to the operation by a concessionaire or licensee shall not constitute a waiver of the necessity for such consent to any subsequent assignment of subletting or operation by a concessionaire or licensee. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of Tenant's obligations under this Lease. Any proposed assignment of sublease shall be required to have the lease guaranteed personally by a party acceptable to Landlord. Any sublessee or assignee of the Tenant shall not sublease or assign this Lease with Landlord prior written consent, which consent shall not unreasonably be withheld, conditioned or delayed.

ARTICLE 15 - EMINENT DOMAIN

In the event the Premises or any part thereof shall be taken or condemned either permanently of temporarily for any public or quasi-public use or purpose by any governmental authority in
appropriation proceedings or by any right of eminent domain, the entire compensation
award therefore, including but not limited to all damages as compensation for diminution in
value of the leasehold reversion and fee shall belong to the Landlord without any deduction there
from for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its
right, title and interest to any such award. However, Tenant shall have the right to recover from
the condemning authority, but not from Landlord, such compensation as may be separately
awarded to Tenant on account of interruption of Tenant’s business and for moving and
relocation expenses.

In the event of taking under the power of eminent domain of more than (i) thirty percent (30%)
of the Premises, (ii) thirty percent (30%) of the Common Areas, of (iii) fifty percent (50%) of
the floor area of all buildings located in the Shopping Center (as constituted prior to such
taking), either Landlord or Tenant shall have the right to terminate this Lease by notice in
writing given within ninety (90) days after the condemning authority takes possession, in
which event all rents and other charges shall be prorated as of the date of such termination.

In the event of a taking of any portion of the Premises not resulting in a termination of this
Lease, Landlord shall use so much of the proceeds of Landlord’s award for the Premises as is
required therefore to restore the Premises to a complete architectural unit and this Lease
shall continue in effect with respect to the balance of the Premises, with a reduction of Fixed
Base Rent and Additional Rent in proportion to the portion of the Premises taken which will
be recalculated to conform with the new square footage of the Premises.

ARTICLE 16 - DEFAULT BY TENANT

If Tenant defaults in the payment of Fixed Base Rent or other charges or in the performance of
any other of Tenant’s obligations hereunder, and fails to remedy such default within five (5)
days after written notice from Landlord (unless the default relates to matters other than the
payment of money and cannot be remedied within five (5) days and Tenant commences to
remedy such default within thirty (30) days after written notice from Landlord and
thereafter diligently pursues correction thereof in which event in time to remedy such default
shall be extended to the time reasonably required therefore), or if a receiver of any
property of Tenant on the Premises is appointed or Tenant’s interest in the Premises is levied
upon by legal process or Tenant be adjudged bankrupt and Tenant fails within forty-five (45)
days to cause the vacation of such appointment, levy or adjudication, or if Tenant files a
voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or
makes an assignment for the benefit of its creditors, then and in any such instance, without
further notice to Tenant, except to the extent required by law, Landlord may enter upon the
Premises and terminate this Lease. In the event of such termination the obligations of
Landlord hereunder shall cease without prejudice, however, to the right of Landlord to recover
from Tenant any sums due Landlord for rent or otherwise to the date of such entry, and also
liquidated damages equal to any deficiency between the then rental value of the Premises
for the unexpired portion of the term as determined by Landlord in its sole but reasonable
discretion and the rent provided for that portion of the term, discounted at four percent (4%) per
annum to present net worth. In addition, Landlord may enter upon the Premises with or
without terminating this Lease and may relet them in its own name for the account of Tenant
for the remainder of the term at the highest rent then obtainable and immediately recover from Tenant any deficiency for the balance of the term between the amount for which the Premises were relet, less reasonable expenses of reletting and vacancy, including all necessary repairs and alterations for a specific tenant and reasonable attorney's fees and the rent provided hereunder. No failure of Landlord to enforce rights or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

If Tenant at anytime shall fail to pay any taxes, assessments, or liens, to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at the rate of twelve percent (12%) per annum or the highest amount permitted by the laws of the state in which the Premises are located, whichever is less, from the date of payment or incurring thereof by Landlord and shall constitute additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Notwithstanding anything set forth in this Article 16 to the contrary, Landlord, shall use its best efforts to relet the Premises upon such terms and conditions so as to effectively mitigate any damages Tenant may have hereunder.

ARTICLE 17 - SECURITY DEPOSIT

To secure the full and timely performance by Tenant of all of the covenants, conditions and agreements set forth in this Lease on the part of the Tenant to be fulfilled, kept, observed and performed, including, but without limiting to the generality of the foregoing, such covenants, conditions and agreements in this Lease which become applicable upon the termination of this Lease by reentry or otherwise, Tenant does hereby deposit with the pledge and deliver to the Landlord the sum set forth in Section 1.1 as a Security Deposit. Landlord hereby accepts and acknowledges receipt thereof and Tenant agrees: (a) that such deposit or any portion thereof may be applied to the curing of any Event of Default that may exist, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application, Tenants shall pay Landlord, within 5 days of demand, as additional rent the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount; (b) that should the Leased Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be transferred to Landlord’s transferee, and if the same be transferred as aforesaid, Tenant hereby releases the transferring Landlord from any and all liability with respect to the Security Deposit and its application or return, and Tenant agrees to look to such transferee for such application or return; (c) that Landlord shall not be obligated to hold said Security Deposit in a separate fund, but on the contrary, may commingle it with other funds; and (d) that if Tenant shall fully substantially perform all of the covenants and agreements in this Lease contained on the part of Tenant to be performed, the sum deposited, or the part or portion thereof
ARTICLE 18 - ENVIRONMENTAL MATTERS

Tenant agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generations, treatment, storage or disposal of any Hazardous Materials (as hereinafter defined) in, on, under, around or above the Premises or the Project now or at any future time and will indemnify, defend and save Landlord harmless from any and all actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which may arise in connection with the existence of Hazardous Materials on the Premises occurring or caused in whole or in part by Tenant during the Term hereof. The term "Hazardous Materials," when used herein, shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the state where the Premises or the Project is located, or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation, above or underground storage tanks, flammable explosives, radioactive materials, radon, petroleum and petroleum products, asbestos, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides and toxic or hazardous substances on materials of any kind, including without limitation, substances now or hereafter defined as "hazardous substances", "hazardous materials", "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. paragraph 9601, et seq., "CERCLA"); the Hazardous Materials Transportation Act (49 U.S.C. paragraph 1801, et seq., "HMTA"); the Toxic Substances Control Act (15 U.S.C. paragraph 2601, et seq., "TSCA"); the Resource Conversation and Recovery Act (42 U.S.C. 6901, et seq., "RCRA"); the Clean Air Act (42 U.S.C. 7401 et seq., "CAA"); the Clean Water Act (33 U.S.C. paragraph 1251, et seq., "RHA"); the Emergency Planning and Community Right-to-Know Act of 1986 (41 U.S.C. paragraph 11001 et seq., "EPCRA"); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 to 136y, "FIFRA"); the Oil Pollution Act of 1990 (33 U.S.C. 2701 et seq., "OPA"); and the Occupational Safety and Health Act (29 U.S.C. 651 et seq., "OSHA"); and any so-called "Superliem law"; and in the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented, or any other applicable governmental regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect.

Landlord represents that it has no knowledge of any preexisting environmental concerns regarding the Premises and hereby agrees to indemnify and hold tenant, its officers, shareholders and directors, and its and their successors and assigns harmless against any violations, claims,
actions, liens, fines, suits, judgments, demands, remediation or clean-up costs, damages, expenses, reasonable attorneys fees which it or they may occur for non-compliance or any violations of any environmental ordinance, federal, state or local, before Tenant took possession of the Premises.

**ARTICLE 19 - AMERICANS WITH DISABILITY ACT**

The parties acknowledge that the Americans With Disabilities Act of 1990(42U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties hereby agree that: (a) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below, (b) Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease, and (c) Landlord may perform, or require that Tenant perform, and Tenant shall be responsible for the cost of, ADA Title III "path of travel" requirements triggered by alterations in the Premises. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees.

**ARTICLE 20 - GREASE ABSORBING CONTAINMENT SYSTEM**

(a) If at anytime the governing governmental body having jurisdiction over the Premises requires installation of the grease absorbing containment system hereinafter discussed in this Section, and/or if in Landlord's reasonable determination, a grease absorbing containment system is required to prevent damage to the Premises, Tenant shall install at its sole cost and expense, a grease absorbing containment system satisfactory to Landlord on the roof surrounding all roof top grease exhausting equipment servicing the Premises (the "Roof Guard System"). In addition, if at anytime the governing governmental body having jurisdiction over the Premises requires installation of the grease trap containment system hereinafter discussed in this Section, and/or if in Landlord's reasonable determination, a grease trap containment system is required to prevent damage to the Premises, Tenant shall install at its sole cost and expense, a grease trap containment system reasonably acceptable to Landlord to the drainage systems servicing the Premises (the "Drainage Guard System") The installation and/or operation by Tenant of the Grease Guard System and/or Drainage Guard System shall: (i) be in compliance with all applicable laws and regulations, (ii) be installed and maintained in accordance with good industry practice and the requirements of Landlord, and (iii) be at Tenant's sole cost, expense and risk. The Roof Guard System and/or the Drainage Guard System are sometimes collectively or individually referred to as the "Grease Containment System".

(b) Prior to any installation by Tenant or on Tenant's behalf of the Grease Containment System, Tenant shall provide Landlord with: (i) evidence of all necessary third party (governmental regulatory or the like), approvals, permits and the like, required or otherwise in
keeping with good industry practice, for the installation of the Grease Containment System, (ii) insurance acceptable to Landlord, and (iii) such other information as Landlord may require or request.

(c) Tenant shall, at its sole cost and expense, install or cause to be installed and promptly and properly repair, maintain, operate and service the Grease Containment System and all components. Tenant shall enter into and maintain throughout the Term of this Lease, including any renewal or extension of the Term, a maintenance contract providing for quarterly inspections and maintenance of the Grease Containment System. A copy of the contract shall be delivered to Landlord for its review and approval. In the event that Tenant does not properly install, repair, maintain, operate and service such Grease Containment System as above provided, Landlord may, in addition to the exercise of its rights hereunder for a breach by Tenant of the terms and provisions hereof, install, repair, maintain, operate and service same, all at the sole cost and expense of Tenant. All costs and expenses relating to such Grease Containment System incurred by Landlord in the exercise of its rights hereunder shall be borne solely by Tenant, and shall be payable to Landlord upon demand of Landlord. Notwithstanding the provisions of this Lease which might be read to the contrary, upon termination of this Lease the Grease Containment System shall be removed by Tenant at Tenant's sole cost and expense, and Tenant shall promptly repair any damage to the Premises caused by such removal, failing which Landlord may remove same and repair the Premises and Tenant shall pay the cost thereof to Landlord on demand; provided, however, at Landlord's option upon notice to Tenant, the Grease Containment System shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant. In the event that in connection with Landlord's performing maintenance, repair and/or replacement of the roof to the Premises, it is necessary for the Roof Guard System to be removed while Landlord performs such maintenance, repair and/or replacement, Tenant shall be responsible for removing same, and for reinstalling same, at its sole cost and expense. Without limitation to the foregoing, Tenant shall be solely responsible for the cost and expense of any and all damage and/or expense to the Premises relating to, or resulting from, the installation, existence, operation, maintenance, repair, removal or condition of the Grease Containment System and all component parts thereof, including any wiring. Tenant shall immediately advise Landlord of any such damage. Tenant shall upon demand of Landlord pay Landlord for any and all costs and expenses incurred by Landlord, and/or on Landlord's behalf, in connection with repairing any such damage to the Premises.

ARTICLE 21 - NOTICES

Any notice or consent required to be given by or on behalf of either party to the other shall be written and deemed given 2 days after posting in the United States Mail, to be sent by registered or certified mail, return receipt requested, addressed to the Landlord at the address hereinabove specified, and to the Tenant at the address hereinabove specified, or the Premises, or at such other address as may be specified from time to time by notice in the manner herein set forth, or personally delivered.

ARTICLE 22 - MORTGAGE SUBORDINATION

This Lease shall be subject and subordinate to any easement agreements; all underlying leases;
any mortgage, deed of trust or deed to secure debt and to any renewals, modifications, extensions, replacements, and substitutions of any of the foregoing now or hereafter affecting the Premises and/or Shopping Center. This provision shall be self-operative and no further instrument of subordination shall be required; provided, however, that upon request, Tenant agrees, within ten (10) days of written notice from Landlord, to execute and deliver instrument(s) in recordable form confirming this subordination. Notwithstanding any such subordination of this Lease, in the event of a foreclosure of any such Mortgage, Tenant hereby agrees to attorn to the entity or personal who acquires Landlord’s interest hereunder through any such Mortgage and to recognize such person as the Landlord under this Lease. Furthermore, Landlord may assign the rents and its interest in this Lease to the holder of any Mortgage. In such event, Tenant, if notified in writing of the name and address of any Mortgagee, shall give the holder of such Mortgage a copy of any default notice delivered to Landlord, and, if Landlord fails to cure such default, Tenant shall give such holder a reasonable period to cure such default commencing on the last day on which Landlord could cure such default.

ARTICLE 23 - ESTOPPEL CERTIFICATES

At any time from time to time, Tenant agrees, upon request in writing from Landlord, to execute and deliver to Landlord, for the benefit of such persons as Landlord names in such request, a statement in writing and in form and substance satisfactory to Landlord certifying to such of the following information as Landlord shall reasonably request: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which the Fixed Base Rent, and other charges hereunder have been paid, and the amount of any security deposited with Landlord, (iii) that the Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out; (iv) that Tenant has accepted possession, that the Lease term has commenced, that Tenant is occupying the Premises and the Tenant knows of no default under the Lease by the Landlord and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; (v) the actual commencement date of the Lease and the expiration date of the Lease; (vi) that the Tenant’s store is open for business, provided such facts are true and ascertainable; and (vii) any other reasonably requirement by Landlord needed to close Landlord’s permanent financing. Tenant’s failure to execute a request for an Estoppel Certificate within 10 days after receipt shall be considered in default under the terms of this Lease.

ARTICLE 24 - QUIET ENJOYMENT

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of let or hindrance from Landlord or any person or person lawfully claiming the Premises.

ARTICLE 25 - LIABILITY OF LANDLORD
If landlord shall fail to perform any covenant, term or condition of this Lease upon landlord's part to be performed and, as a consequence of such default, tenant shall recover a money judgment against landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of landlord in the premises as the same may then be encumbered and neither landlord nor if landlord be a partnership, any of the partners comprising such partnership shall be liable for any deficiency. It is understood that in no event shall tenant have any right to levy execution against any property of landlord other than its interest in the premises as hereinbefore expressly provided. In the event of the sale or other transfer of landlord's right, title and interest in the premises, landlord shall be released from all liability and obligations hereunder.

ARTICLE 26 - SIGNS AND ADVERTISING

(a) Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind on the facade or in the windows of the premises or anywhere within the premises, except in the interior of the leased premises, which is not permitted under any applicable ordinance which may include neon signage which does not conform with local sign ordinances.

(b) Tenant agrees: (i) to operate its business in the leased premises under the name described in section 1.1 so long as the same shall not be held to be in violation of any applicable law; (ii) not to change the advertised name or character of the business operated in the leased premises without the prior written approval of landlord, and which consent shall not unreasonably be withheld or delayed. (iii) to refer to the premises as described in section 1.1 designating the location of the leased premises in all newspaper and other advertising, and in all other references to the location of the leased premises. Tenant shall include the address and identity of its business activity in the leased premises in all advertising done by tenant in which the address and identity of any other local business activity of like character conducted by tenant shall be mentioned.

ARTICLE 27. OFAC

Landlord advises tenant hereby that the purpose of this section is to provide to landlord information and assurances to enable landlord to comply with the law relating to OFAC.

(a) Tenant hereby represents, warrants and covenants to landlord, either that (i) tenant is regulated by the SEC, FINRA or the Federal Reserve (a "Regulated Entity") or (ii) neither tenant nor any person or entity that directly or indirectly (x) controls tenant or (y) has an ownership interest in tenant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons ("OFAC List") published by the office of foreign assets control ("OFAC") of the U.S. Department of the Treasury.

(b) If, in connection with this lease, there is one or more guarantors of tenant's obligations under this lease as amended by this lease, then tenant further represents, warrants and covenants either that (i) any such guarantor is a Regulated Entity or (ii) neither guarantor nor any person or entity that directly or indirectly (a) controls such guarantor
or (b) has an ownership interest in such Guarantor of twenty-five percent (25%) or more, appears on the OFAC List.

(c) Tenant covenants that during the Term of this Lease to provide to Landlord information reasonably requested by Landlord including without limitation, organizational structural charts and organizational documents which Landlord may deem to be necessary ("Tenant OFAC Information") in order for Landlord to confirm Tenant’s continuing compliance with the provisions of this Section. Tenant represents and warrants that the Tenant OFAC Information it has provided or to be provided to Landlord or Landlord’s broker in connection with the execution of this Lease is true and complete.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

(a) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rental or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such rent or other charges or pursue any other remedy provided for in this Lease or available at law or in equity.

(b) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Premises shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.

(c) No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant.

(d) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

(e) Lease Inures to Benefit of Assignees. This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively, of the parties hereto, provided, however, that no assignment by, from, through or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title or interest whatever.

(f) Entire Agreement. This Lease and exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set
forth. Except as herein otherwise provided no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, representations, and information conveyed, whether oral or in writing, between the parties hereto or their respective representatives or any other person purporting to represent the Landlord or the Tenant. The Tenant acknowledges that it has not been induced to enter into this Lease by any representations not set forth in this Lease, shall be used in the interpretation or construction of this Lease, and the Landlord shall have no liability for any consequences arising as a result of any such representations.

(g) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease, or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). Should Tenant remain in possession of the Premises after any termination of this Lease, no tenancy or interest in the Premises shall result therefrom but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, at Landlord's option, as liquidated damages, a sum equal to one and one-half the Minimum Rent as specified herein for any period during which Tenant shall hold the Premises after the stipulated term of this Lease may have terminated.

(h) No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.

(i) Additional Rent. Any amounts to be paid by Tenant to Landlord pursuant to the provisions of this Lease, whether such payments are to be periodic and recurring or not, shall be deemed to be "Additional Rent" and otherwise subject to all provisions of this Lease and of law as to the default in the payment of rent.

(j) Failure to Execute Documentation. In the event Tenant fails to execute, acknowledge and deliver any documents or agreements required to be provided to Landlord under the terms of this Lease within ten (10) days after Landlord's written request therefore, Tenant shall be in default of this Lease Agreement.

(K) WAIVER OF JURY TRIAL; ATTORNEYS' FEES. TENANT HEREBY WAIVES A JURY TRIAL IN ANY ACTION BROUGHT BY LANDLORD HEREUNDER. IF LANDLORD COMMENCES ANY PROCEEDING FOR NONPAYMENT OF RENT OR ANY OTHER SUM DUE TO BE PAID BY TENANT UNDER THIS LEASE, TENANT HEREBY AGREES THAT TENANT WILL NOT IMPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING, PROVIDED HOWEVER, SUCH AGREEMENT OF TENANT SHALL NOT BE CONSTRUED AS A
WAIVER OF THE RIGHT OF TENANT TO ASSERT SUCH CLAIM IN A SEPARATE ACTION OR ACTIONS BROUGHT BY TENANT. THE SUBSTANTIALLY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES, EXPENSES OF LITIGATION AND COSTS IN ANY ACTION BETWEEN LANDLORD AND TENANT ARISING FROM THIS LEASE.

(l) Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein and the balance of this Lease shall continue in effect in accordance with its terms.

(m) Jurisdiction. This Lease and the rights and obligations of the parties arising thereunder shall be construed in accordance with the laws of the State of Illinois.

(n) Furnishing of Financial Statement. Upon Landlord's written request, Tenant shall promptly furnish Landlord or Landlord's mortgagee, from time to time, but not more than once per year, financial statements reflecting Tenant's current financial condition. Said request shall be no more often than once per year.

(o) Exculpatory Clause. Anything to the contrary in this Lease notwithstanding, the covenants contained in this Lease to be performed by Landlord shall not be binding personally, but instead said covenants are made for the purpose of binding only the fee simple or leasehold estate which Landlord owns in the Premises.

(p) Continuous Occupancy. Tenant covenants and agrees that it will continuously and uninterruptedly use, occupy and operate for retail sales purposes all the Premises other than such minor portions thereof as will reasonably be required for storage and office space;

(q) Labor Harmony. Tenant covenants and agrees to take no action which would violate Landlord's labor contracts, if any, affecting the Premises nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of the Landlord or any tenant or occupant in the Premises or with the rights and privileges of any customer or other person(s) lawfully in and upon said Premises, nor cause any impairment or reduction of the goodwill of the Premises.

(r) Past Due Rent. If Tenant fails to pay any rent or other charge when the same is due, the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at the lesser of twelve percent (12%) per annum or the highest interest allowable by law.

(s) Memorandum Lease. At the request of either party, a memorandum of this Lease will be executed by the parties for the purpose of recording.

(t) Delays Caused by "Force Majeure." If either the Landlord or the Tenant fails to perform timely any of the terms, covenants or conditions of this Lease to be performed by the Landlord or the Tenant, as the case may be, and such failure is due in whole or in part to any strike,
lockout, civil disorder, failure of power, or inability to obtain power, gas or water, or to obtain labor or materials, restrictive governmental laws or regulations, riots, insurrections, war, fire, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party, or by the other party’s agents, employees, contractors, licensees or invitees, or any other cause beyond the reasonable control of the Landlord or the Tenant, as the case may be, then the Landlord or the Tenant, as the case may be, shall not be deemed in default under this Lease as a result of such failure and any time for performance by the Landlord or the Tenant, as the case may be, provided for herein shall be extended by the period of delay resulting from such cause; provided, however, this Section shall not apply to the Tenant’s obligation to pay any Rent pursuant to this Lease.

(u) Good Faith and Fair Dealing. Landlord and Tenant agree to work together in good faith, and to deal fairly and openly with each other in connection with this Lease to maximize the mutual benefits which can be derived from this Lease.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be signed, as of the day and year first above written.

Landlord:

[Signature]
EvaDean’s Real Estate, LLC
Jory Downer, Manager

Tenant:

[Signature]
EvaDean’s, LLC
Jordana Downer, Manager

Garrett Vanbergen, Manager
Judiciary Committee Memorandum

MEETING DATE: January 9, 2022

TO: Village Board Judiciary Committee

SUBJECT: Amendments to Liquor Licensing Process to Remove Introduction of an Ordinance Approving an Increase in Licenses in Certain Circumstances

FROM: Jeffrey M. Stein, Assistant Village Manager/Corporation Counsel

BUDGET IMPACT: None

Background

As discussed at the last Judiciary Committee meeting under New Business, the Corporation Counsel inquired about an amendment to the Village Code which would forego the need to introduce an ordinance for an increase to a specific category of liquor license (the required action to allow the Liquor Control Commissioner to issue a liquor license when there are no open licenses for a specific category). The discussion was brief, but there was clearly an interest in removing the introduction of such an ordinance when the Judiciary Committee provided an unanimous recommendation for approval of an increase to a liquor license category.

Discussion

The current practice for a new liquor license applicant, whether a specific category has an “open” license or not, is for the Judiciary Committee to review such applications. After the Judiciary Committee has provided a recommendation regarding the application, an ordinance is introduced to the entire Village Board, and if successful, it is then approved at a subsequent meeting.

Past practice (since 2017), a Judiciary Committee recommendation has always been adopted by the Village Board, and as memory serves, always on the Consent Agenda as well. In order to expedite the process as much as possible, without foregoing the necessary vetting process, the Village can remove the need to introduce an ordinance prior to its adoption. This would save at least two weeks (depending upon the Village Board schedule, possibly up to a month) of time between the introduction of an ordinance and its subsequent adoption. Such an application would still be vetted by the Judiciary Committee and ultimately approved by the Village Board. There is also always the option to table any adoption of any ordinance for further discussion or additional investigation, should such a need arise.
However, because of past practice, and the notion that many of these applications are common uses, saving the Village’s business community two additional weeks could be beneficial to those applicants, without any detriment to the Village.

The conditions in which an applicant could receive this benefit can be determined by the Judiciary Committee. At the very least, it is recommended that only those applicants receiving a positive recommendation from the Judiciary Committee receive such benefit, but this could also go as far as requiring a unanimous vote for such a recommendation. In addition, it is recommended that this only apply to increasing the number of allowable licenses in existing categories, not for code amendments or creation of a new category.

**Conclusion**

The attached draft ordinance is provided which addresses the issues raised above. It is the Corporation Counsel’s recommendation that if the Judiciary Committee were to approve this change, that it be allowed only in the certain circumstances mentioned above.

**Documents Attached**

2023-O-7, An Ordinance Amending the Wilmette Village Code Concerning the Number of Liquor Licenses
ORDINANCE NO. 2023-O-7

AN ORDINANCE AMENDING THE WILMETTE VILLAGE CODE CONCERNING THE NUMBER OF LIQUOR LICENSES

(Liquor Control)

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village regulates the sale of liquor and provides for a licensing system; and

WHEREAS, as part of that system, the Village Board determines the appropriate number of liquor licenses allowed per category; and

WHEREAS, prior to an increase to the number of liquor licenses allowed per category, the Village’s Judiciary Committee reviews and vets such applications requesting an increase; and

WHEREAS, upon the review by the Judiciary Committee, the Committee provides a recommendation of either approval or a denial of an approval for such application to the Village Board; and

WHEREAS, regardless of the recommendation, an ordinance is introduced to the Village Board and then voted on at a subsequent meeting; and

WHEREAS, this process can be shortened, without any detriment to the Village and its process, by removing the introduction requirement to the adoption of an ordinance, in certain situations; and

WHEREAS, the Village Board finds that the recommendations of the Judiciary Committee should be incorporated into the Village Code; and
WHEREAS, the Village Board has determined that it is in the best interests of the health, safety and welfare of the public to amend the Village Code provisions regarding the liquor licensing process;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Wilmette, Cook County, Illinois:

SECTION 1: Each of the foregoing recitals and findings are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Wilmette Village Code, as amended, is further amended in Chapter 2 – Administration; Article V – “Corporate Authority; Committees,” Section 2-131, “Ordinance adoption and reconsideration procedure” by inserting such new text in the manner shown in underlined bold type below, so that said Section 2-131, “Ordinance adoption and reconsideration procedure” shall hereafter read as follows:

Sec. 2-131. - Ordinance adoption and reconsideration procedure.

The preparation, introduction and adoption of all ordinances shall be governed by the following rules of procedure:

(1) Ordinances are to be prepared by the Corporation Counsel at the request of a majority of the Board, a majority of a committee of the Board, President, or Village Manager.

(2) The Corporation Counsel may refer the ordinance for introduction to the standing committee which has jurisdiction of the subject matter of the ordinance or the Corporation Counsel may introduce an ordinance directly to the Board.

(3) Each ordinance to be introduced shall be placed on the published agenda for the meeting at which the introduction is to be made. An ordinance shall not be introduced at any meeting of the Board unless:

   a. It has appeared on the published agenda for such meeting; or
   b. This rule shall have been waived with respect to the introduction of such ordinance at such meeting by a majority vote of the Trustees present at such meeting.

(4) No ordinance shall be adopted by the Board at the same meeting at which it was introduced unless:
a. This rule is suspended by a majority vote of the Corporate Authorities present; or
b. The ordinance is drawn pursuant to a resolution adopted at a previous meeting of the Board; or
c. The ordinance adopts a recommendation of the Zoning Board of Appeals, Appearance Review Commission, or Plan Commission to grant a variation or special use, when such recommendation has been approved by the Board as submitted by the Zoning Board of Appeals, Appearance Review Commission, or Plan Commission; or
d. The ordinance adopts a recommendation of the Final Plan of a Planned Unit Development, when the Zoning Administrator recommends approval of the Final Plan.
e. The ordinance adopts an increase to a specific category or categories of liquor licenses found in Section 10-11 of the Village Code, when the Judiciary Committee has reviewed an application for a liquor license and unanimously recommends approval of the increase.

(5) Subject to subsection (4) of this section, an ordinance shall be placed on the agenda for passage at the next regular meeting following its introduction, unless the Board shall otherwise indicate.

(6) In the event substantial changes or amendments are made to the ordinance between readings, then an amended ordinance with the same number shall be introduced by the sponsoring committee at the second reading. This becomes the "introduction" of the amended proposed ordinance.

(7) If the changes or amendments are not of a substantial nature, the Board may proceed to vote on the ordinance "as amended" at the second reading.

(8) The President of the Board shall be the sole judge of whether the changes are substantial enough to refer the proposed ordinance back to the originating committee.

SECTION 3: Codifier’s Authority. The Village’s codifier is authorized and hereby directed, to adjust section and paragraph numbering as may be necessary to render this ordinance consistent with the numbering of the Village Code.

SECTION 4: This Ordinance shall be in full force and effect from its passage, approval and publication as provided by law. This Ordinance shall be published in pamphlet form.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 24th day of January 2023, according to the following roll call vote:
AYES: 

NAYS: 

ABSTAIN: 

ABSENT: 

______________________________
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 24th day of January 2023.

______________________________
President of the Village of Wilmette, IL

ATTEST:

______________________________
Clerk of the Village of Wilmette, IL

Published in Pamphlet Form on January 25, 2023