



MEMORANDUM

TO: Trustee Brian LaVaque, Chairperson
Trustee Jessie Hammersmith, Co-Chairperson
Economic and Community Development Committee

FROM: Trevor Dick, Director of Economic Development and Planning

DATE: July 8, 2025

SUBJECT: Downtown Retail Business Grant; 10 W. St. Charles Road (Soapy Roads of Lombard)

The Community Development Department has received an application for the Downtown Retail Business Grant for Soapy Roads located at 10 W. St. Charles Road. The property is located in the Downtown Central Business District.

They have been operating in a smaller space within the same building since 2024 and has signed a lease for additional space that began in May 2024. This expansion offers them the opportunity to continue to grow their business. A copy of the lease was provided to show they meet the three-year lease provision set forth by the guidelines. The applicant is seeking to do interior renovations only such as demolition, plumbing, electric, and interior remodeling.

This grant request deviates from requests in the past in the following aspects.

- *Soapy Roads did not consult with SBDC regarding their submitted business plan*, but they did however, participate in the SCORE mentor program two years ago before they opened their existing business. Staff recommends waiving this requirement as Soapy Roads is an established business, having been open since 2024.
- *Construction is already underway*. Soapy Roads was eager to begin work quickly, as they are currently paying rent on the new space and are targeting a September opening. To support their timeline and be business-friendly, staff provided a letter indicating support for the project. (A Copy of the Letter is included in the Attachments) While not a guarantee of final grant approval, the letter allowed Soapy Roads to proceed with construction at their own risk while the grant review process continued. They chose to begin work after securing the necessary permits.

Retail businesses who receive the Retail Business Grant dollars shall be subject to a lien on the property in an amount equal to their proportionate share of capital costs paid upfront by the Village for the following five (5) years. One-fifth (1/5) of the lien shall be forgiven for each full year that the business operates at the project location. If the space is legally occupied with a new tenant

(retail or service), each remaining year(s) left on the lien shall be forgiven for each full year that the new business(es) remain open.

GRANT REQUEST ELEMENTS

The applicant has submitted three bids for the proposed work and based on the lowest bid, the work already invoiced, and future estimates, the applicant is eligible to receive up to \$17,440.29. Due to a combination of the current high construction costs and unforeseen conditions uncovered during the renovation of the historic building, the actual construction expenses have exceeded initial estimates. The contractor, who submitted the lowest bid and has already commenced work, is facing higher costs than originally anticipated. As a result, Staff is recommending that the 50% reimbursement for eligible costs be applied to the actual construction costs incurred, rather than the original bid amount, to more accurately reflect the scope and realities of the project.

<u>Contractor</u>	<u>Price Quoted</u>	<u>Selected</u>	<u>Invoices As-of-Today</u>	<u>Future Invoices (Est.)</u>	<u>Total To Be Paid (Est.)</u>	<u>Village Grant Amount</u>
Ab Pro Painting and Remodeling – Up to 50% of Eligible Costs	\$11,081.84	Lowest Bidder Chosen	\$17,280.59	\$5,000.00	\$22,280.59	\$11,140.29
<i>MWH General Contracting, LLC</i>	<i>\$26,193.36</i>	<i>NA</i>				
<i>Magnolia Service Contractors, Inc</i>	<i>\$21,500.00</i>	<i>NA</i>				
Soft Costs						
Rent (up to 3 months) – no more than 25% of expenses					\$4,800.00 (\$1,600 per month)	\$4,800.00
Architect – Up to 25% or \$1,500 whatever is less					\$5,657.85	\$1,500.00
Totals					\$32,738.44	\$17,440.29

Staff is supportive of the request for the following reasons:

1. The existing business is unique, and the expansion will support that business and our Downtown.
2. Consistent with the recommendations of the Lombard Downtown Revitalization Project Guidebook.
3. Consistent with past approval of other retail business grant requests.

Conditions of Approval

Staff proposes the following conditions be placed on the grant, if approved by the Village Board.

1. Permits shall be applied for and received. Any required inspections shall pass.

July 8, 2025
10 W. St. Charles Road
Page 3

2. Work shall be complete one year from the date of approval by the ECDC.
3. Before the grant can be paid out, Soapy Roads shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form.
4. After the grant money is paid, Soapy Roads shall display the Village window sign acknowledging they received a grant.

COMMITTEE ACTION REQUESTED

This item is being placed on the July 14, 2025, ECDC agenda for consideration. Staff recommends that the ECDC recommend approval of the requested Downtown Retail Business Grant of \$17,440.29 being sought for the property at 10 W. St. Charles Road. Said recommendation is subject to the following conditions, by the ECDC:

1. Permits shall be applied for and received. Any required inspections shall pass.
2. Work shall be complete one year from the date of approval by the ECDC.
3. Before the grant can be paid out, Soapy Roads shall submit a final receipt (showing the project is paid in full), waivers of lien from contractors, and an IRS W-9 form.
4. After the grant money is paid, Soapy Roads shall display the Village window sign acknowledging they received a grant.

Attachments:

- Signed Application
- Tenant Lease
- Signed Staff Letter of Support
- Architectural Plan
- Business Plan
- Bid #1
- Bid #2
- Bid #3
- Flint Architecture Invoice #1
- Flint Architecture Invoice #2
- Ab Pro Invoice #1
- Ab Pro Invoice #2

1. A. Building Address: 10 W. St. Charles Rd. Lombard
B. Property Identification Number: 0607206032
2. A. Business Owners Name: Brooke Bingham
B. Business Owners Address: 621 E. St. Charles Pl. Lombard
C. Business Owners Phone (daytime): (732) 768-5253
D. Business Owners Email: Soapyroads@lombard@gmail.com
3. A. Property Owners Name: George Garifalis
B. Property Owners Address: 1230 N. State Pkwy #9B
Chicago, IL 60610
C. Property Owners Phone (daytime): (312) 304-2816
3. Lease Terms: 5 Year May 2025 - May 2030
w/ option to renew 5 year term
4. Description of Business (use additional paper if necessary):
Small Butch Artisan Gift & Experience Shop
Selling local artisan gifts in addition to eco-
friendly home & body care products with a
dedicated 'Making Bar' space for events &
handcrafted making appointments that also serves
beverages
Proposed Improvements associated with the project (use additional paper if necessary):
Please see full architectural plan as prepared
by Stephen Flint Architects.
Removal of interior walls to create an open
floor plan, connect the gift shop & Making bar
space.

6. Plans/Drawings prepared by:

A. Name: Stephen Flint Architects
B. Address: 314 S. Westmore Ave. Lombard

C. Phone (day time): 630.953.9220

D. Estimated Cost of the project: architect = \$5,700

Statement of Understanding: Contractor = \$11,021.84
Design = \$5,000
Inspection = \$8,000 = \$24,581.84

A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Retail Business Grant Program and the specific design recommendations and conditions of approval as set forth by the Village.

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

C. The applicant, owners, and all contractors associated with the applicable project must comply with all Federal and local regulations.

Business Owner Signature: [Signature]

(Date) 6/1/25

Property Owner Signature: [Signature]

(Date) 6/1/25

Return application to:

Village of Lombard
Community Development Department
255 E. Wilson Ave., Lombard, IL 60148



VILLAGE OF LOMBARD

255 E. Wilson Ave.
Lombard, Illinois 60148-3926
(630) 620-5700 Fax (630) 620-8222
www.villageoflombard.org

June 20, 2025

Village President
Anthony Puccio

Village Clerk
Ranya Elkhatib

Trustees
Brian LaVaque, Dist. 1
Jessie Hammersmith, Dist. 2
Bernie Dudek, Dist. 3
Patrick Egan, Dist. 4
Dan Militello, Dist. 5
Bob Bachner, Dist. 6

Village Manager
Scott R. Niehaus

"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."

"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

Brooke and Joe Bingaman
Soapy Roads of Lombard
10 W. St. Charles Rd.
Lombard, IL
60148

Dear Brooke and Joe,

Thank you for your grant application submitted on June 16, 2025, for the Village of Lombard's Retail Business Grant to support the expansion of Soapy Roads of Lombard.

We understand that you have signed a lease for the new space and, after receiving three construction bids, are prepared to move forward with your preferred contractor as soon as your building permit is issued—potentially as early as this weekend. Based on your estimated project cost of approximately \$30,000, the Retail Business Grant could potentially reimburse up to 50% of eligible expenses (\$15,000).

That said, there is a timing issue related to the required review and approval process. In accordance with Village policy, *"all applications will be reviewed by the ECDC, which will forward a recommendation to the Village Board, who will then determine whether the Retail Business Grant should be approved."* Following this process, the earliest your application could be reviewed by the ECDC is July 14, with the Village Board considering it on July 17. Per the policy, to ensure full eligibility for the grant, construction would need to begin after final approval on July 17.

However, in recognition of your investment in the space, your readiness to proceed with a contractor – as early as this weekend, and our commitment to supporting Lombard's small businesses, please accept this letter as a Letter of Support. While this letter is not a guarantee of final approval, it does acknowledge the staff's support and allows you to proceed with construction at your own risk while the grant review process moves forward.

Acknowledgement

As we discussed on the phone, you have chosen to move forward with construction at your own risk while the grant review process moves forward. Please sign and return at your earliest convenience to confirm your decision.

, Date, 6.23.25

Thank you again for your continued investment in Lombard—we appreciate your presence in our business community.

Yours truly,

A handwritten signature in black ink, appearing to read 'Trevor Dick', with a stylized flourish at the end.

Trevor Dick
Director of Economic Development and Planning

Cc: Trustee Brian LaVaque, ECDC Chair
Scott Niehaus, Village Manager



ELINT ARCHITECTS

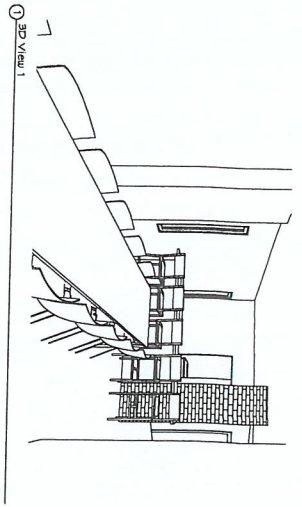
THE SPACE FOR AMBITIOUS IDEAS

3114 South Washington • Cleveland, OH 44115
P 630 653 0720 • F 629 953 3440 • www.elintarch.com

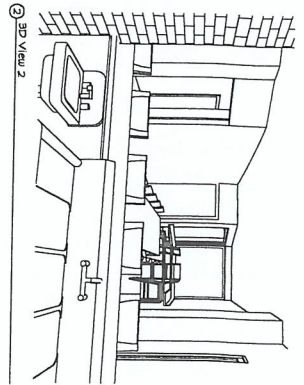
For more information and details

Project	25026	Issue	X1
Ons	04/18/2025		
Notes	AS NOTED		

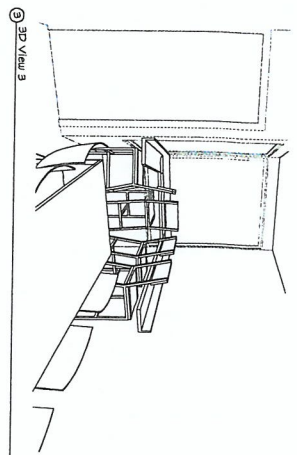
COPYRIGHT © 2025
FLINT ARCHITECTS LLC



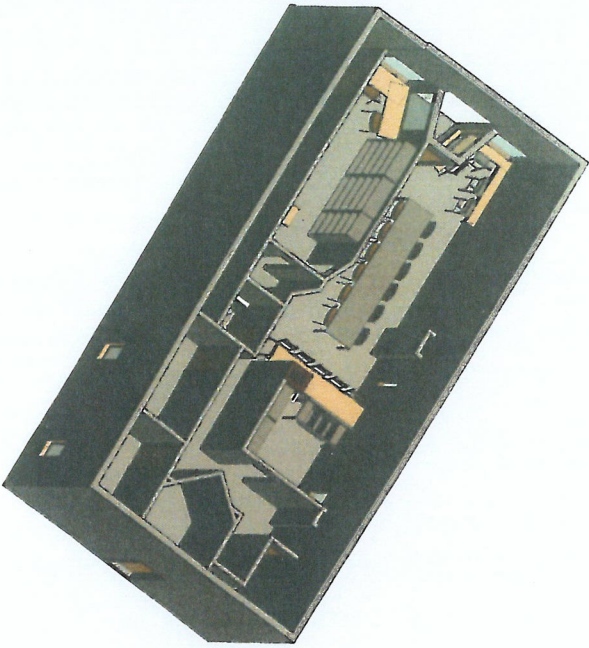
① 3D View 1



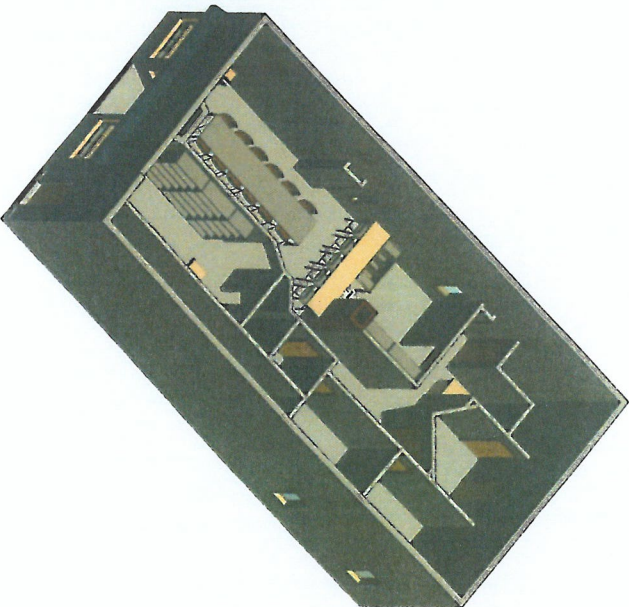
② 3D View 2



③ 3D View 3



④ 3D 1



⑤ 3D 2

Project Name: Commercial Renovation Client: 10145 Chicago Rd Location: Lombard, IL 60148		Date: 04/18/2025 Status: AS NOTED	X2
Project No: 28026 Date: 04/18/2025 Status: AS NOTED		Copyright © 2025 Flint Architects LLC	



Bill To:
 Mr. & Mrs. Joe Bingaman
 Soapy Roads of Lombard
 621 E. St. Charles Road
 Lombard, IL 60148

Invoice #: 2025055

Date: May 31, 2025

Project No.: 25026

Commercial Interior Renovation

Page No.: 1

Description	Rate	Amount Due
Based on verbal agreement for Time-and-Material for Design Development and Construction Documents		
Retainer 04/07/2025 \$250.00 Credit Card		
Payment 05/10/2025 \$1,988.00 Credit Card		
90% Construction Documents		
Principal 1.00 Hours		
Drafting 32.75 Hours	\$150.00	\$150.00
	\$90.00	\$2,947.50
20% Chamber Preferred Client Discount		
\$3,097.50 x 20 % =		(\$619.50)
DuPage County Health Department Permit Fee		
\$1,083.85 x 10 % = \$1,192.35		\$1,192.35
Payment due within 10 days of receipt. *Expenses are subject to a 10% mark-up.	Subtotal	\$3,669.85
Credit card payments subject to 3% service charge	Tax	\$0
<i>Thank you for choosing Flint Architects!</i>	Balance Due	\$3,669.85

Remit to:
 Flint Architects, LLC.
 314 S. Westmore, Lombard, Illinois 60148
 T: 630-953-9220 * F: 630-953-9440 * www.flintarch.com



Bill To:
 Mr. & Mrs. Joe Bingaman
 Soapy Roads of Lombard
 621 E. St. Charles Road
 Lombard, IL 60148

Commercial Interior Renovation

Invoice #: 2025042

Date: April 30, 2025

Project No.: 25026

Page No.: 1

Description	Rate	Amount Due
Based on verbal agreement for Time-and-Material for Design Development and Construction Documents		
Retainer 04/07/2025 \$250.00 Credit Card		(\$250.00)
100% Design Development		
Principal 3.50 Hours		
Drafting 25.25 Hours	\$150.00	\$525.00
	\$90.00	\$2,272.50
20% Chamber Preferred Client Discount		
\$2,797.50 x 20 % =		(\$559.50)
Payment due within 10 days of receipt. *Expenses are subject to a 10% mark-up.	Subtotal	\$1,988.00
Credit card payments subject to 3% service charge	Tax	\$0
<i>Thank you for choosing Flint Architects!</i>	Balance Due	\$1,988.00

Remit to:
 Flint Architects, LLC.
 314 S. Westmore, Lombard, Illinois 60148
 T: 630-953-9220 * F: 630-953-9440 * www.flintarch.com



Ab Pro Painting & Remodeling LLC

Abel HERNANDEZ-FIGUEROA | (630) 340-8469 |

abel@abpropaintingandremodeling.com

Aurora, IL, 60505

abpropaintingandremodeling.com

Please go over the services and payment schedule—don't hesitate if you have any questions.

INVOICE

Bill to

Brooke Bingaman

10 W. St. Charles Road Lombard IL 60148

soapyroadsoflombard@gmail.com

(732)7685253

Invoice #

209293-000149

Date issued

Jun 8, 2025

Next payment due

Jun 20, 2025

SERVICE INFO

QTY UNIT PRICE TOTAL



Scope of work

1 \$10,780 \$10,780

-Remove drywall walls can create an open concept and create an opening on 1 wall where the new bar is going to be located.

About 243sqf.

-After demo is complete, frame as needed to patch ceilings and walls, patch float sanded and prime.

-With the new open space, match existing baseboards and crown molding as needed on missing spots.

-Frame out area for a dishwasher and enclose with some paneling on the outside of the walls.

-Disposal of garbage.

PLUMBING

Rough-in for new fixtures, water and drain.: Rough-in plumbing for new fixtures, water and drain lines. Work will be done under already pulled permits and inspected. (2 appointments) install new plumbing for a hand wash sink, bar sink, and dishwasher. Run 2" vent up above across ceiling and tie in to existing. Connect drain to existing 4" cast iron outlet in basement. Run new 3/4" and 1/2" copper water lines for fixtures. Not responsible for any other leaks for existing plumbing beyond our work. 3yr warranty parts & labor. Plumbing will be done by Aqua Knight Plumbing.

ELECTRICAL

- Run a supply power line for dishwasher.
- Relocate a switch light.
- Cancel about 4 outlets.

NOTES:

Based on what we talk on preview meetings, you guys just need help with the rough work. you want to do the painting on your own and about flooring according with Joe to wait until the demo is completed to check the options and that might be something you guys want to handle as well.

Quote is based on the best scenario for all areas, if there's something unexpected comes out during the process, we will notify you about any extra work might be required and quoted on a separate work order or added on last bill.

Subtotal	\$10,780
CC fee	\$301.84
<hr/>	
Total (USD)	\$11,081.84

PAYMENT SCHEDULE

AMOUNT	DUE DATE	PAYMENT DATE	PAYMENT ID	STATUS
\$1,570	Jun 10, 2025	Jun 10, 2025	#000149-001	• Pending confirmatic
\$5,540.92	Jun 20, 2025		#000149-002	• Upcoming
\$3,970.92	Jun 30, 2025		#000149-003	• Upcoming



Ab Pro Painting & Remodeling LLC

Abel HERNANDEZ-FIGUEROA | (630) 340-8469 |

abel@abpropaintingandremodeling.com

Aurora, IL, 60505

abpropaintingandremodeling.com

INVOICE

Bill to

Brooke Bingaman
10 W. St. Charles Road Lombard IL 60148
soapyroadsoflombard@gmail.com
(732)7685253

Invoice

209293-000155

PO

Date issued

Jun 27, 2025

Next payment due

Midway (TBD)

SERVICE INFO

QTY	UNIT PRICE	TAX	TOTAL
-----	------------	-----	-------



Header

2	\$1,350	✓	\$2,700
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- Install a double 2inx12inx6ft headers in double structural wall.
- Drywall, patch, floated, sanded and prime.
- Install crown molding on both side of wall matching existing profile. Caulked and nail holes filled.



Soffit

1	\$1,260	✓	\$1,260
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- Build in 21lf of soffit on main area.
- Drywall-Patch-Float-Sanded-Prime.
- Install crown molding on both side of the soffit matching existing profile. Caulking and nail holes filled.

Electrical

1 \$1,740 ✓ \$1,740

Adds

- Exit sign for next door with side LED heads. \$420
- 3 dedicated circuits for bar outlets and fridge \$750
- 1 quad outlet \$220
- Remove floor outlet \$100
- Relocate light switch and outlet to next to chimney \$250

Subtotal \$5,700

Tax \$498.75

Total (USD) **\$6,198.75**

PAYMENT SCHEDULE

AMOUNT	DUE DATE	PAYMENT DATE	PAYMENT ID	STATUS
\$2,066.25	Jun 27, 2025	Jun 27, 2025	#000155-001	• Deposited
\$2,066.25	Midway (TBD)		#000155-002	• Upcoming
\$2,066.25	Milestone 1		#000155-003	• Upcoming



Total cost of renovation with labor and materials needed

\$26,193.36

Price without window cost

\$21,775.00

Acceptance Signature:

Signature _____

Printed Name: _____ **Date:** _____

Acceptance Signature:

Signature _____

Printed name: _____ **Date:** _____

MWH General Contracting Acceptance Signature:

Signature: _____

MAGNOLIA SERVICE CONTRACTORS INC.

Construction, New Homes, and Custom Designs
4740 North Ozanam, Norridge, IL 60706

June 4, 2025

Soapy Roads of Lombard LLC
10 West St. Charles Road
Lombard, IL 60148
c/o Brooke Bingaman

Subject Property: 10 W Charles St., Lombard, IL 60148

Proposal

We hereby propose to perform the labor and material necessary for the completion of the following for:

Demolition

- Remove existing door, wall, portion of wall for openings, toilet, sink, and open existing ceiling to verify existing joists
- Existing risers leading to 2nd floor area cannot be demolished so bar area will be moved further south into store

Carpentry

- New door opening between current units
- Miscellaneous framing, drywall, patching, and/or wood casing to match existing style
- Best attempt to keep existing crown molding from demolished walls, per conversation with Brooke

Electrical

- Removal of existing outlets and switches on removed walls
- Installation of 3 new pendant lights above bar; to be supplied by owner
- Existing lights to remain as is
- Supply and installation of new emergency exit sign/light combo with battery back up
- Installation of 2 GFI's, 1 switch, 1 dedicated outlet for dishwasher

Plumbing

- Rough plumbing per plan in accordance with plumbing code
- Owner to provide 1 3-compartment sink, 1 hand sink, and 1 dishwasher to be installed by Magnolia
- Existing plumbing to remain as is; Magnolia will only tie into existing plumbing

*** City of Lombard building permit fees not included in contract price ****

All material guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Cost.....\$21,500.00

with payments as follows: 50% deposit to begin, 25% after rough plumbing completion, 25% balance due upon job completion. Certificate of insurance to be provided within 3 days acceptance of proposal.

Proposal may be withdrawn in 30 days of proposal date if not accepted.

Respectfully Submitted _____
Sotiros Georgekos, President

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Date

Signature

Estimate for Soapy Roads interior renovation

**10 w. St Charles Rd
Lombard, IL 60148**

Proposal of work:

Construction of interior of building specified by architect drawings overseen by MWH General Contracting.

Proposal includes the following:

- Dumpster
- Demolition to areas specified by plan
- Cleaning
- Plumbing
- Electric
- Backing for drywall replacement
- Drywall
- Window replacement

Proposal does not include:

- Permit fees
- Structural changes to ceiling if joists are not run properly
- Priming or painting
- Woodwork
- Floor replacement

Demolition:

- Remove wall section and door to plan to create new bar area
- Remove wall section to open between stores
- Remove plumbing fixtures from south bathroom as specified by plan
- Remove old windows and install new to three designated windows

Framing:

- Add new framing where needed to allow for replacement of drywall to affected areas

Cleaning:

- Clean basement to vacuum finish to allow other trades to work safely and in a healthy environment
- Clean first floor after drywall to vacuum finish

Plumbing:

- Parts and labor to rough and trim for 3 compartment sink, handwashing sink, and dishwasher
- Remove plumbing fixtures from bathroom and cap for possible future use
- Move necessary pipes when walls are demoed

Electric:

- Add new switching and exhaust fan to workspace 2
- New dedicated dishwasher outlet
- New outlets to plan in bar area
- NO new pendant light fixtures

Drywall:

- Install new drywall to areas affected by wall removal
- Mud areas to flat paint grade finish

Replace windows:

- Replace specified windows with Windsor all vinyl windows. Quote will be provided
- Install windows to manufacture specifications
- Foam insulate
- Finish exterior

VILLAGE OF LOMBARD
CLAIM VOUCHER

VENDOR # _____

DATE: July 17, 2025

PAYABLE TO:

Brooke Bingaman

Soapy Roads of Lombard, 10 West St. Charles Road

Lombard IL 60148

FUND	DEPT	DIVISION	ACCT #	PROJECT #	EXPLANATION OF EXPENDITURE	AMOUNT
					Downtown Retail Business Grant for Soapy Roads of Lombard	\$ 17,440.29
TOTAL						\$ 17,440.29

REMARKS - SPECIAL INSTRUCTIONS	APPROVALS		INITIAL	DATE
	SUBMITTED BY:			
	DEPARTMENT HEAD			
	DIRECTOR OF FINANCE > \$5,000			
	VILLAGE MANAGER > \$5,000			
10 W St Charles Road received Board approval for the Downtown Retail Business Grant via Resolution R _____				

REQUESTING DEPARTMENT USE ONLY		FINANCE DEPARTMENT USE ONLY	
REQUIRE PREISSUED CHECK BY:		PREISSUED CHECK APPROVAL:	
REASON:		DATE:	

Business Plan - Soapy Roads of Lombard LLC

- A. Description of your business and industry
 - a. Your business
 - i. Soapy Roads of Lombard LLC
 - b. The industry and its history
 - i. Soapy Roads is a small batch artisan gift and experience shop. We specialize in making organic base soap, balms, perfume, candles, among other products. We also have space for customers to purchase raw ingredients and make their own products.
- B. Features and advantages of your product
 - a. Description
 - i. Our products are small batch, made largely by local artisans, and focused on being people and planet-friendly.
 - b. Competitive advantage
 - i. There is currently only one other soap company in our area with a storefront, found in Wheaton, IL. We focus our business on having organic products, which gives us a large competitive advantage over other companies. There are a limited number of organic soap and product companies available, and none in our area. There are other candle-making stores, but to our knowledge, there are also no other businesses that have an event space for making soap, perfume, or other products. None of these other candle-making stores provides an organic candle base.
 - c. Proprietary position
 - i. Our soaps and other products are created with custom formulas that are proprietary to us.
 - d. Future potential
 - i. Future state would be opening a second location with a similar concept, or a larger event-only space for large parties.
 - ii. We would like to build a deck in the outdoor space in the future to provide space for more customers to make products.
- C. Market research and analysis
 - a. Definition of your customers and markets
 - i. Our customers include anyone interested in an activity. We have many couples, friends, and families who enjoy making products together. Our customers are also interested in supporting local businesses and artisans.
 - b. Market size and trends
 - i. The "making" side of our business model, we have essentially invented our from scratch. With that, there was a slight learning curve for teaching the public about our services. We spent several years publicly sharing customer experiences and marketing to overcome this. At this point in time, we have a large amount of experience reviews, photos, videos, and documentation that can easily be consumed by the public.

- c. Competition
 - i. We currently do not have any local competition for our type of products or experience business model.
- D. Estimated market share and sales
 - a. Market plan
 - i. Leveraging our memberships with the Lombard Chamber of Commerce and DuPage County Convention and Visitors Bureau. Utilizing social media platforms like Instagram and Facebook.
 - b. Market strategy
 - i. One of our main marketing focuses is working with libraries. We are invited to one or more libraries a week to teach soap making to their patrons. After experiencing this at their library, they often visit lombard to the store and make purchases or make more products. We also donate to all charitable organizations that reach out to us for a donation. The strategy is rooted in the power of altruism.
 - c. Pricing
 - i. Our draft patron walk-in prices will be
 - 1. \$34 per candle, \$20 per soap, \$18 per bath bomb, \$26 per perfume.
 - ii. Our draft patron rental pricing will be
 - 1. \$250 for the first hour, \$150 for each additional hour for renting the space, plus additional walk-in prices for each item made.
 - d. Sales tactics
 - i. Our sales tactic is embedded in our impeccable customer service. We strive to provide 110% satisfaction.
 - e. Service and warranty policies
 - i. We provide a full money-back guarantee on all of our products if not satisfied.
 - f. Advertising, public relations, and promotions
 - i. We are very active members of the Lombard Chamber of Commerce, where Brooke is the Director at Large. We also work with a lot of local organizations, including our 1 for 1 soap program with the Outreach House. We are also present at many events where we advertise our services, including libraries, farmers' markets, craft shows, etc. We were recently awarded Second Best New Store in the Best of the West readers poll held annually by West Suburban Readers Magazine. We were just inducted into the Illinois Office of Tourism's Illinois Made program – "...whose authentic products and one-of-a-kind experiences reflect the best of Illinois craftsmanship and culture..."
- E. Design and development plans
 - a. Development status and tasks
 - i. We have worked with an architect to design the space. We have a General Contractor who we have vetted against multiple bids, who will be removing three walls, fixing the drywall, adding a bar, plumbing a

three-compartment sink, a hand wash station, and a mop sink. We will also need to paint the walls and install shelving.

b. Difficulties and risks

- i. We are hoping to mitigate the risk of having to replace the entire floor.

c. Costs

- i. We are budgeting for a cost of \$20,000 but can make adjustments for up to \$40,000 in total costs.

F. Operation plans

a. Business location

- i. 10 W. St. Charles Rd. Lombard, IL 60148

b. Facilities and improvements

- i. We will have an event space where people can come to make homemade products along with a bar where they can enjoy a glass of organic wine or beer.

c. Strategy and plans

- i. On a daily basis we have people reaching out to book our services.

d. Labor force

- i. We are looking to hire 1 additional staff member and eventually a second once we have our processes standardized.

G. Management Team

a. Key management personnel (credentials/resume)

- i. Brooke Bingaman - Owner

b. Management assistance and training needs

- i. We will need to train 1 additional staff on our POS system and how to teach patrons our "Makery" options.

H. Overall Schedule

a. Timing of critical activities before opening (e.g. company incorporation, signed lease, suppliers ordered, employees hired, opening date)

- i. Lease signed May 1
- ii. Architecture plans designed May 15th
- iii. General Contractor finalized June 10th
- iv. Opening date estimated Labor Day 2025 (hoping for sooner)

b. Timing of critical activities after opening, (e.g. expansion, product/service extension)

- i. N/A

I. Critical risks and problems (how will you respond?)

a. Price cutting by competitors

- i. We have a very unique product, so we would focus on our niche products, and in our advertising, we would point out our specialty.

b. Unfavorable industry-wide trends

- i. We would continue to educate the public about the importance of soap and why organic products matter in their daily lives. We sell a basic necessity.

c. Operating cost overestimates

- i. We have many revenue streams outside of our standard brick-and-mortar store. We also operate with a number of future products in R&D that can be paused to open up cash flow. We also have our personal lines of credit available to assist.
- d. Low sales
 - i. Additional advertising via social media, news paper, and news.
- e. Difficulties obtaining inventory or supplies
 - i. Because of our years of experience in this industry, we have relationships with multiple vendors to ensure we always have inventory if any are sold out or close business.
- f. Difficulty in obtaining credit
 - i. We pride ourselves on our very high personal credit scores and have a large amount of available credit on hand as needed.
- g. Lack of trained labor
 - i. Our working model is not complicated so we would use a peer mentor with existing staff to upskill any untrained labor.

J. Financial Plan

- a. Profit and loss forecasts for 3 years (first year monthly)
 - i. Sept 2025
 - 1. Estimated revenue - \$22,000
 - 2. Estimated expenses - \$8,000
 - 3. Profit - \$14,000
 - ii. Oct 2025
 - 1. Estimated revenue - \$30,000
 - 2. Estimated expenses - \$10,000
 - 3. Profit - \$20,000
 - iii. Nov 2025
 - 1. Estimated revenue - \$30,000
 - 2. Estimated expenses - \$10,000
 - 3. Profit - \$20,000
 - iv. Dec 2025
 - 1. Estimated revenue - \$30,000
 - 2. Estimated expenses - \$10,000
 - 3. Profit - \$20,000
 - v. Jan 2026
 - 1. Estimated revenue - \$8,000
 - 2. Estimated expenses - \$5,000
 - 3. Profit - \$3,000
 - vi. Feb 2026
 - 1. Estimated revenue - \$12,000
 - 2. Estimated expenses - \$5,000
 - 3. Profit - \$7,000
 - vii. March 2026
 - 1. Estimated revenue - \$10,000

- 2. Estimated expenses - \$5,000
 - 3. Profit - \$5,000
 - viii. April 2026
 - 1. Estimated revenue - \$20,000
 - 2. Estimated expenses - \$8,000
 - 3. Profit - \$12,000
 - ix. May 2026
 - 1. Estimated revenue - \$30,000
 - 2. Estimated expenses - \$10,000
 - 3. Profit - \$20,000
 - x. June 2026
 - 1. Estimated revenue - \$30,000
 - 2. Estimated expenses - \$10,000
 - 3. Profit - \$20,000
 - xi. July 2026
 - 1. Estimated revenue - \$30,000
 - 2. Estimated expenses - \$10,000
 - 3. Profit - \$20,000
 - xii. August 2026
 - 1. Estimated revenue - \$30,000
 - 2. Estimated expenses - \$10,000
 - 3. Profit - \$20,000
 - xiii. Sept 2026-Aug 2027
 - 1. Estimated revenue - \$300,000
 - 2. Estimated expenses - \$100,000
 - 3. Profit - \$200,000
 - xiv. Sept 2027-Aug 2028
 - 1. Estimated revenue - \$350,000
 - 2. Estimated expenses - \$100,000
 - 3. Profit - \$250,000
- b. Cash flow projections for 3 years
 - i. See above
- c. Performance balance sheet at start-up, semi-annually in the first year, and at the end of 3 years
 - i. Not available at this time.

COMMERCIAL LEASE

by and between

10 WEST ST. CHARLES, LLC,
an Illinois limited liability company,

as Landlord

and

SOAPY ROADS OF LOMBARD LLC,

as Tenant

Property:

**10 WEST SAINT CHARLES ROAD, 1ST FLOOR
LOMBARD, ILLINOIS
10 WEST ST. CHARLES, LLC**

COMMERCIAL LEASE

Table of Contents

ARTICLE I	SUMMARY OF FUNDAMENTAL LEASE TERM
ARTICLE II	GRANT, TERM and OPTIONS TO EXTEND
ARTICLE III	RENT
ARTICLE IV	CONDITION OF PREMISES AT COMMENCEMENT OF LEASE
ARTICLE V	USE OF PREMISES AND CONDUCT OF BUSINESS BY TENANT
ARTICLE VI	COMMON AREAS
ARTICLE VII	ALTERATIONS, ADDITIONS, LIENS AND SIGNAGE
ARTICLE VIII	MAINTENANCE OF LEASED PREMISES AND SURRENDER
ARTICLE IX	INSURANCE AND INDEMNITY
ARTICLE X	UTILITIES
ARTICLE XI	ASSIGNMENT AND SUBLETTING
ARTICLE XII	GOVERNMENT REGULATIONS
ARTICLE XIII	DESTRUCTION OF LEASED PREMISES
ARTICLE XIV	EMINENT DOMAIN
ARTICLE XV	DEFAULT OF TENANT
ARTICLE XVI	ACCESS BY LANDLORD
ARTICLE XVII	TENANT'S PROPERTY
ARTICLE XVIII	NOTICE PROVISIONS
ARTICLE XIX	SUBORDINATION, NONDISTURBANCE, ATTORNMENT, ESTOPPEL AND PLEDGE OF TENANT'S INTEREST
ARTICLE XX	MISCELLANEOUS
ARTICLE XXI	HOLDING OVER; SUCCESSORS

ARTICLE I

SUMMARY OF FUNDAMENTAL LEASE TERMS

- 1.01 **TENANT'S NAME:** Soapy Roads of Lombard, LLC
an Illinois limited liability company
- 1.02 **LEASED PREMISES:** 10 West Saint Charles Road
First Floor
Lombard, Illinois 60148
- 1.03 **TENANT'S NAME,
ADDRESS & PHONE:** Soapy Roads of Lombard, LLC
10 West Saint Charles
Lombard, Illinois 60148
Attn: Brooke Bingaman
Phone: 732-768-5253
- 1.04 **LANDLORD'S NAME,
ADDRESS & PHONE:** 10 West St. Charles, LLC
Attn: George Garifalis
1230 N. State Prkwy, Apt 9b
Chicago, Illinois 60610
Phone: 312-304-2816
- 1.05 **AGENT/MANAGER'S
NAME, ADDRESS &
PHONE :** Same name, phone and address as No. 1.04.
- 1.06 **SQUARE FOOTAGE
LEASED:** Approximately 1,000 square feet.
- 1.07 **DATE LEASE SIGNED:** May 1st, 2025
- 1.08 **LEASE COMMENCEMENT
DATE:** May 1st, 2025.
- 1.09 **DATE RENT COMMENCES:** May 1st, 2025
- 1.10 **INITIAL LEASE TERM:** Five (5) years.
- 1.11 **INITIAL TERM ENDS:** On the last day of the sixtieth (60th) full month after the date
defined in 1.09.
- 1.12 **BASE RENT:** Base Rent during the Initial Term, as follows:

carried by Tenant for Tenant's own account.

1.17 RENEWAL OPTIONS: One (1) term of five (5) years.

1.18 PARKING: Not Applicable

ARTICLE II GRANT, TERM and OPTIONS TO EXTEND

2.01 LEASED PREMISES. Landlord demises and leases to Tenant, and Tenant leases from Landlord, the First Floor of 10 West Saint Charles, Lombard Illinois 60148 (the "Leased Premises" or the "Premises"), which is located on the real property whose legal description is set forth in Exhibit A attached hereto (said real property and the building and improvements located thereon are from time to time herein called the "Property"). The Leased Premises consist of approximately 1,000 square feet.

2.02 GRANT OF USE OF COMMON AREAS. The use and occupation by Tenant of the Leased Premises shall include the use, in common with others entitled thereto, of the common areas of the "Entire Premises," as applicable, including, without limitation, , sidewalks, , corridors, stairways, and such other facilities as may be designated from time to time by Landlord, subject, however, to the terms and conditions of this Lease.

2.03 POSSESSION/COMMENCEMENT DATE. Landlord shall deliver possession of the Premises to Tenant on May 1st, 2025. The date of delivery of possession shall herein be referred to as the Lease Commencement Date.

2.04 COMMENCEMENT OF RENTAL. Tenant's obligation to pay rent shall commence on the date specified in Section 1.09.

2.05 TERM OF LEASE. The term of this Lease shall be five (5) years, commencing with the Lease Commencement Date determined in accordance with the terms of paragraph 2.03, above. If the Lease Commencement Date is other than the first day of the month, the first year of the Lease Term shall be deemed to be extended to include such partial month and the following twelve months, so as to end on the last day of the month.

2.06 OPTIONS TO RENEW. Provided Tenant has not had the existence of a material default hereunder, Tenant shall have the option to extend the term of the Lease for one (1) additional term of five (5) years upon the same terms and conditions herein contained. To exercise its option(s) hereunder, Tenant shall deliver notice of said election to Landlord at least three (3) months prior to the expiration of the then existing term hereof. The Rent during such extension(s) shall be as set forth in paragraph 1.12, above with four percent (4.0) increases in the base rent per annum. The lease option rental rates are provided for in Exhibit B.

ARTICLE III RENT

3.01 ANNUAL RENTAL. Annual rental hereunder shall be payable in advance in equal monthly

installments on the first day of each and every month throughout the Lease term at the office of Landlord as set forth in paragraph 1.04 hereof, or at such other place as Landlord shall designate to Tenant in writing, without prior demand. Rental for any fractional month shall be prorated and likewise payable in advance.

3.02 TAX AND INSURANCE ADJUSTMENT. Tenant shall, for each Lease Year, pay to Landlord as additional rent fifty percent (50%) of real estate taxes and assessments that accrue during the term of the Lease and all insurance for the Property. Landlord shall notify Tenant of the amount of such assessment and Tenant shall pay Landlord such amounts within thirty (30) days from the date of notice to it by Landlord. The current charges for additional rent are provided for in Exhibit B.

ARTICLE IV CONDITION OF PREMISES AT COMMENCEMENT OF LEASE

4.0 AS-IS: Landlord will deliver the Premises to Tenant "As-Is", in its condition as of the Date of this Lease. Except as set forth in this subparagraph (.02) and subparagraph 8.02 below, Tenant acknowledges and agrees that neither Landlord nor its agents have made any representations to Tenant about the condition of the Premises or any promises to alter, repair or improve the Premises.

4.01 ACCEPTANCE OF LEASED PREMISES. Tenant's taking possession of the Premises at the Lease Commencement Date shall be deemed to be an acceptance of the Leased Premises.

4.02 WARRANTIES. In connection with this Lease, except as specifically set forth in this Lease, Landlord makes no warranties or representations concerning the condition of the Premises at the Lease Commencement Date..

ARTICLE V USE OF PREMISES AND CONDUCT OF BUSINESS BY TENANT

5.01 USE OF PREMISES. Tenant shall use the Leased Premises for the purpose of the retail operations of Soapy Roads of Lombard and The Makery, and for any other purpose or use allowed by state and local laws, ordinances or regulations.

5.02 CONDUCT OF BUSINESS BY TENANT. Tenant shall operate the business in the Premises in accordance with all applicable codes, regulations, statutes and ordinances applicable to the Premises and Tenant's business, and shall indemnify Landlord against any costs or damages which Landlord may incur which are a result of Tenant having failed to do so in operating its business in the Premises.

ARTICLE VI COMMON AREAS

6.01 CONTROL OF COMMON AREAS BY LANDLORD. Intentionally omitted.

ARTICLE VII
ALTERATIONS, ADDITIONS, LIENS AND SIGNAGE

7.01 **ALTERATIONS AND ADDITIONS.** Tenant shall not, without Landlord's prior written consent, either make or cause to be made any alterations, additions, or improvements to the Property or to any exterior signs, shades or awnings which in any one instance involve a cost in excess of \$5,000. Landlord's consent shall not be unreasonably withheld so long as such alterations do not diminish the value of the Property, it being the understanding and agreement of the parties that alterations or ~~modifications which are consistent with a commercial use of the Property or the Premises~~ will not be deemed to reduce the value of the Property. In the event Landlord's consent is required under this paragraph 7.01, Tenant shall present to Landlord plans and specifications for such work at the time approval is sought, and prior to commencement of construction. Any plans and specifications not expressly disapproved by Landlord, in writing, stating all reasons for such disapproval, on or before the fifteenth (15th) day after submission by Tenant shall be deemed approved. In any event, Landlord's consent shall not be unreasonably withheld, conditioned or delayed so long as such alterations do not diminish the value of the Property, it being the understanding and agreement of the parties that alterations or modifications which are consistent with a commercial use of the Property or the Premises will not be deemed to reduce the value of the Property. Tenant shall appoint its own designer, architect and contractor for any work to be performed on the Premises or the Building by Tenant.

As a further condition to Landlord's consent to alterations, additions, or improvements, Tenant shall, as required or permitted by Illinois law, advise all subcontractors, suppliers, materialmen, and laborers that they shall not have the right to file a Mechanic's Lien against the Property owned by the Landlord. The Tenant hereby agrees to hold the Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations, additions, or improvements. Before commencing any work in connection with alterations, additions, or improvements, the Tenant, if requested by Landlord, and only in those instances when Landlord's consent is required hereunder, shall furnish the Landlord with certificates of insurance from all contractors performing labor or furnishing materials insuring the Landlord against liabilities which are customarily covered by such insurance and which may arise out of or be connected in any way with said additions, alterations, or improvements, except such liabilities as may arise from the negligent act or failure to act of Landlord, its agents, representatives, employees or servants.

7.02 **AWNINGS, CANOPIES, SATELLITE DISHES AND SIGNS**

(a) **SIGNS, AWNINGS & CANOPIES:** All signs, awnings, canopies, decorations, lettering, advertising matter, or other items installed by Tenant shall at all times be maintained by Tenant, at its expense, in good condition and repair. Tenant shall be allowed, but is not required, to install awnings on the exterior of the Premises. Tenant shall be allowed, but is not required, to install a silo on or near the Premises.

(b) **SATELLITE DISHES:** Landlord has no objection to the placement of satellite reception dish (es) and equipment on the roof of the Property. Tenant shall be responsible for the repair of any damage to the roof resulting from the installation, maintenance, repair and/or removal of the dish(es). If the roof of the Premises is subject to a warranty, any item installed on the roof by Tenant shall be installed, maintained and removed in accordance with such reasonable requirements as Landlord and/or Landlord's roofing contractor shall require so as to maintain such warranty in full force and effect.

7.03 **MECHANICS' LIENS.** Tenant shall promptly pay its contractors and materialmen for all work done and performed for Tenant, so as to prevent the assertion or imposition of liens upon or against the Leased Premises, and should any such lien be asserted or filed, Tenant shall bond against or discharge the same within thirty (30) business days after receipt by Tenant of written request by Landlord. The Tenant hereby agrees to hold the Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations, additions, or improvements. Tenant is authorized, but not required, to post the property, if permissible under local or state law, so as to prevent the assertion of liens against the Premises. Landlord will cooperate with Tenant if Tenant elects to post the Premises. Nothing in this paragraph 7.03 shall be construed to prohibit Tenant from contesting any lien or amount claimed thereunder which Tenant deems objectionable.

ARTICLE VIII MAINTENANCE OF LEASED PREMISES AND SURRENDER

8.01 **MAINTENANCE, REPAIR, AND REPLACEMENT BY TENANT.** Tenant shall, at its expense, at all times repair, maintain, and replace the Building and the Premises, and maintain the same in conformity with governmental regulations in good order, condition, and repair, including, without limitation (a) the walls, ; (b) the interior of the Property, together with exterior entrances, all glass, and all window moldings, (c) all fixtures, partitions, interior ceilings, floor coverings, and utility lines within the Leased Premises; (d) all doors, door openers, trade equipment and machinery, appliances, signs, and appurtenances thereof; and, (e) landscaping, outside lighting, , in conformity with governmental regulations in good order, condition and repair, with Tenant failing to do so constituting a default hereunder. If Tenant refuses or neglects to commence or complete repairs, maintenance or replacements promptly and adequately, Landlord may make or complete said repairs, maintenance or replacements and Tenant shall pay the cost hereof to Landlord upon demand..

8.02 **MAINTENANCE BY LANDLORD.** Landlord shall be responsible for the general building structure and its Heating and Air system.

8.03 **SURRENDER OF PREMISES.** At the expiration of the tenancy hereby created, Tenant shall peaceably surrender the Leased Premises, including all alterations, additions, improvements, and repairs made thereto (but excluding, without limitation, all trade fixtures, decorations, furniture, equipment, signs, and other personal property, installed by Tenant), broom clean and in good condition and repair, reasonable wear and tear, and damage by casualty, excepted. Tenant shall remove all its trade fixtures and any of its other property not required to be surrendered to Landlord before surrendering the Premises as aforesaid and shall repair any damage to the Leased Premises caused by such removal. Any personal property remaining in the premises thirty (30) days after the expiration of the Lease period shall be deemed abandoned by Tenant and Landlord may claim the same and shall in no circumstances have any liability to Tenant therefore.

ARTICLE IX INSURANCE AND INDEMNITY

9.01 **CASUALTY INSURANCE.**

(a) Tenant shall, at its cost and expense, at all times during the Term of this Lease and any

extensions hereof, maintain bodily injury and property damage liability insurance covering the Building and the Premises for any customarily insurable act or omission of Tenant, its employees, agents, representatives, assigns, guests, invitees, persons in privity with Tenant, or licensees. Such insurance policy shall be written for not less than \$1,000,000 combined single limit of liability for bodily injury and property damage with an annual aggregate of \$1,000,000 and shall include Landlord as an Additional Insured. Tenant shall deliver to Landlord a certificate of such insurance which shall also contain a 30-day prior written notice of cancellation provision.

9.02 INDEMNIFICATION CLAUSE. Each party hereto will indemnify, defend and hold the other party harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands arising from the conduct of the other party with regard to the possession by Tenant of the Premises and/or on account of any operation or action by Landlord or Tenant and/or from and against all claims arising from any breach or default on the part of the other party, or any act of negligence on behalf of the other party, its agents, contractors, servants, employees, licensees, or invitees, or any accident, injury, or death of any person or damage to any property in or about the Premises.

9.03 WAIVER OF SUBROGATION. Landlord and Tenant agree that if the interest or item on which they are required to obtain insurance in connection with the transaction contemplated hereby shall be damaged or destroyed during the term or any extension of this Lease by a peril insurable under this Lease, and whether or not such damage or destruction was caused by the neglect of the other party, neither party shall have liability to the other or to any insurer of the other for, or in respect of, such damage or destruction to the extent covered by such insurance. The waiver of subrogation hereby set forth shall extend only to the risks insured by the insurance policies required hereby. The foregoing language notwithstanding, in the event property of one party is damaged or destroyed by the negligent act or negligent failure to act of the other party, the party at fault shall be liable to the damaged party for the "deductible" or retainage amount applicable to the insurance policy of the damaged party.

9.04 ADDITIONAL RENT. If Tenant shall not comply with its covenants made in this Article 9, Landlord may cause insurance as aforesaid to be issued, in such event Tenant agrees to pay as additional rent, the premium for such insurance upon Landlord's demand.

ARTICLE X UTILITIES

10.01 UTILITY CHARGES. Tenant shall be solely responsible for and promptly pay all charges, including any deposits required by a third-party provider, for electricity, or any other utility or service used or consumed on the Leased Premises with exception to utilities provided for in 1.14.

ARTICLE XI ASSIGNMENT AND SUBLETTING

11.01 CONSENT REQUIRED. Tenant may not voluntarily, or by operation of law, assign this Lease in whole or in part, and may not sublet all or any part of the Leased Premises without the prior written consent of Landlord.

11.02 TRANSFERS PERMITTED. In the event that Tenant wishes to sublet the premises or assign

this Lease, in whole or in part, Tenant shall forthwith notify Landlord in writing of Tenant's desire to sublet the Premises or assign this Lease, including a summary of the proposed terms, or a copy of any offer, as the case may be. Landlord shall have fifteen (15) days within which to accept or reject said assignment or sublease. In addition, in the event of such a transfer, Tenant and Guarantor shall remain liable to Landlord under the terms of this Lease for the performance by the sublessee or assignee. Any assignment, subletting, mortgaging or hypothecation permitted hereunder or to which the Landlord has consented shall be by written instrument under which the assignee or sublessee shall agree for the benefit of Landlord to be bound by and to perform this Lease.

11.03 TRANSFERS BY LANDLORD. Landlord shall have the right to sell, convey, transfer or assign all or any part of its interest in the real property and the buildings of which the Leased Premises are a part or its interest in this Lease. All covenants and obligations of Landlord under this Lease, except those already in existence on the date of conveyance, shall cease as to Landlord upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon the subsequent owner or owners thereof or of this Lease. All obligations incurred or in existence prior to the date of transfer shall survive said transfer and remain the obligation of Landlord.

11.04 NO RELEASE OF GUARANTOR. Any wording or implication herein, to the contrary notwithstanding, any assignment or subletting under this Article 11 shall not operate to release or waive the obligations of Tenant or any Guarantor under this Lease.

ARTICLE XII GOVERNMENT REGULATIONS

12.01 GOVERNMENTAL REGULATIONS. Tenant shall, at its sole cost and expense, comply with all of the requirements pertaining to the operation of its business as imposed by county, municipal, state, federal and other governmental authorities which have jurisdiction over the Premises or Tenant, now in force or which may hereafter be in force; provided, however, requirements imposed on the Property in general or the Leased Premises in general, and not required because of the nature of Tenant's business, shall be complied with at the cost of Landlord. The foregoing language notwithstanding, Tenant agrees that any requirements of the Americans with Disabilities Act shall be met at Tenant's expense; likewise, a requirement imposed on the Property in general or the Leased Premises in general, and not imposed because of the nature of Tenant's business, but compliance with which is triggered by a request by Tenant to remodel or otherwise change the Property, and such request requires a building permit, shall be met at the expense of Tenant.

ARTICLE XIII DESTRUCTION OF LEASED PREMISES

13.01 TOTAL OR PARTIAL DESTRUCTION. If the Leased Premises shall be partially or totally destroyed by fire or other casualty insurable under full standard fire and extended risk insurance, so as to become partially or totally untenable, the same (unless Landlord shall elect not to rebuild as hereinafter provided) shall be repaired and restored by and at the cost of Tenant, and Rent shall continue during such period of repair and restoration for the longer of six (6) months or the period for which Tenant's business interruption insurance makes payments to Tenant as a result of

such destruction and interruption of Tenant's business. Thereafter, a just and proportionate part of the rent, as provided for hereinafter, shall be abated until the Leased Premises are so restored.

Landlord and Tenant agree to take all reasonable steps to make the proceeds of their respective casualty insurance coverages available to Tenant so that Tenant may fulfill its reconstruction obligations hereunder.

If more than one-third (1/3) of the building in which the Leased Premises are located shall be destroyed or damaged by fire or other casualty, and if the unexpired portion of the term of this Lease shall be two (2) years or less at the date of the damage, then Landlord may elect not to repair or rebuild by giving written notice within thirty (30) days after such occurrence of its election to terminate this Lease; otherwise, Tenant shall commence and pursue such reconstruction diligently to completion.

In the event that Landlord shall exercise the right heretofore given to terminate, then this Lease shall cease as of the date of such damage or destruction, and all rent or other charges payable by Tenant shall be prorated to the date of such damage or destruction. In the event that this Lease is not canceled, then the Rent shall continue during such period of repair and restoration for the longer of six (6) months or the period for which Tenant's business interruption insurance makes payments to Tenant as a result of such destruction and interruption of Tenant's business. Thereafter, a just and proportionate part of the rent shall be abated until the Leased Premises are so restored.

13.02 PARTIAL DESTRUCTION OF PROPERTY. In the event that sixty percent (60) or more of the gross leasable area in the Property shall be damaged or destroyed by fire or other cause during the last two (2) years of the Lease, or during the last two (2) years of any extended term, notwithstanding that the Leased Premises may be unaffected by such fire or other cause, Landlord or Tenant shall have the right, to be exercised by notice in writing delivered to the other party, within thirty (30) days after said occurrence, to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the term of this Lease shall expire as of the date of the damage, and Tenant shall vacate the Leased Premises and surrender the same to Landlord pursuant to the terms of the lease, allowing a reasonable period of time for the closing of Tenant's business and the removal of Tenant's property from the premises.

ARTICLE XIV EMINENT DOMAIN

14.01 TOTAL CONDEMNATION. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or be conveyed in lieu of any such taking, or if a part of the Leased Premises shall be so acquired or condemned, and if such partial taking or acquisition renders the Leased Premises unsuitable for the business of Tenant, in Tenant's reasonable business judgment, then the term of this Lease shall cease and terminate as of the date of the taking, and all rentals shall be paid up to that date.

14.02 PARTIAL CONDEMNATION. In the event of a partial taking, or conveyance of the Leased Premises in lieu thereof, which is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, in Tenant's reasonable business judgment, the Landlord, shall promptly restore the Leased Premises to a condition comparable to its condition immediately prior to such taking (less the portion lost in the taking), and this Lease shall continue in full force and effect. In such case, all rents due hereunder shall, from the date of said taking or conveyance, be abated on a fair and

equitable basis to the extent of any reduction, if any, in the area of the Leased Premises resulting from such taking and not restored, and also taking into account the impact, if any, of the loss of parking in the Property.

14.03 DAMAGES. In the event of any condemnation, taking, or conveyance in lieu thereof, as hereinbefore provided whether whole or partial, Tenant shall not be entitled to any part of the award or price, as damages or otherwise, awarded to Landlord for such condemnation, taking, or conveyance, except to the extent provided in paragraph 14.04. Tenant hereby expressly waives any right or claim to any part thereof and assigns to Landlord its interest therein; provided, however, that where the taking is such as results in a termination of the Lease pursuant to other provisions of this Article, then and in that event, notwithstanding anything herein to the contrary, Landlord shall not be entitled to that portion, if any, of an award made to or for the benefit of Tenant for loss of Tenant's business or depreciation to and cost of removal of its stock, trade fixtures and equipment which Tenant is entitled to remove. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

14.04 TENANT'S DAMAGES. The foregoing language notwithstanding, Tenant shall have the right to claim and recover from the condemning authority (but not from Landlord) such compensation as may be separately awarded to Tenant in Tenant's own name and right on account of all damages suffered by Tenant of any nature whatsoever, including, without limitation, court costs and attorney's fees, by reason of the condemnation and including without limitation any cost which Tenant may incur in removing its property from the Leased Premises or restoring all or any portion of the Leased Premises to their former condition.

ARTICLE XV DEFAULT OF TENANT

15.01 DEFAULT. Any one or more of the following shall constitute an "Event of Default" under this Lease:

- (a) failure of Tenant to pay any Rent, Additional Rent or other chargers due hereunder within ten (10) days after receipt by Tenant of written notice that the same has not been paid; or,
- (b) Tenant's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after receipt of written notice thereof; or, if such performance cannot reasonably be completed within said thirty (30) days, failure to commence the performance within said thirty (30) days and pursue the same diligently to completion, or,
- (c) if Tenant shall file or have filed against it any bankruptcy proceedings, or take or have taken against it in any court pursuant to any statute, either of the United States or of any state, a petition of bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; and shall not withdraw, or have withdrawn, said filing or petition within sixty (60) days of the date of filing; or,
- (d) If Tenant shall abandon the Leased Premises (other than during periods of repair or

renovation, or as a result of casualty, force majeure, or other events beyond the reasonable control of Tenant) and shall fail to pay sums due hereunder in a timely manner, or suffer this Lease to be taken under any writ of execution.

If an Event of Default occurs, the Landlord shall, upon proper observance of all requirements of law, have the right to enter the Leased Premises and take possession thereof and of all permanent improvements thereon and may remove all persons and property from the Leased Premises by force, summary action, or otherwise, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

Tenant agrees to quit and deliver up possession of the Property, including permanent improvements to the Property, when this Lease terminates.

15.02 REMEDIES. If an Event of Default occurs, the Landlord may elect to re-enter, as herein provided, or take possession pursuant to legal proceedings or pursuant to any notice provided for herein, and Landlord may either terminate this Lease, or may from time to time and without terminating this Lease make such alterations and repairs as may be reasonably and commercially necessary in order to relet the Premises and relet said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable business judgment and discretion may deem advisable. Upon each such reletting all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second to the payment of reasonable costs and expenses of such reletting, including reasonable brokerage fees and reasonable attorneys' fees, and of reasonable costs of such alterations and repairs; third to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder from Tenant. If such rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall be liable for the payment of such deficiency to Landlord. Such deficiency shall be calculated and become payable monthly. No such re-entry or the taking of possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease or to accept a surrender thereof unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any Event of Default, in addition to any other remedies it may have, it may recover from Tenant the reasonable cost of recovering the Leased Premises. Any reletting shall be done in such reasonable and commercially prudent manner as Landlord may deem proper. Tenant agrees that this lease is a lease of "real property in a Property" and that a debtor in possession and/or trustee in bankruptcy acting pursuant to the provisions of the revised bankruptcy code, may assume this lease only if, in addition to such other conditions of this lease and of applicable law, said debtor in possession/trustee shall provide Landlord with such written assurances of future performance as are acceptable to Landlord. Any closing of Tenant's business, or alteration in the size of the premises, by said debtor in possession/trustee shall be deemed to be a material disruption in the tenant mix and balance of the Property.

15.03 LEGAL EXPENSES. If suit shall be brought for recovery of possession of the Leased Premises, and/or the recovery of rent or any other amount due under provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Tenant to be kept or performed, and the breach shall be established, Tenant shall pay to Landlord, in addition to all other sums and relief available to Landlord, all reasonable expenses incurred therefore, including reasonable

attorneys' fees to the maximum extent permitted by law.

If suit shall be brought for the breach of any covenant herein contained on the part of the Landlord to be kept or performed, and the breach shall be established, Landlord shall pay to Tenant, in addition to all other sums and relief available to Tenant, all expenses incurred therefore, including reasonable attorneys' fees to the maximum extent permitted by law.

15.04 FAILURE TO PAY, INTEREST ON AMOUNT DUE. If either party at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, the party not required to make the payment or perform the act, without waiving or releasing the non-performing party 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 the non-performing party. All sums so paid and all costs and expenses so incurred shall ~~accrue interest at a rate equal to the "prime" rate charged by Norwest Bank of Denver to its best commercial customers, plus three (3) percentage points, per year, simple, from the date of payment or incurring thereof by the party making the payment or performing the obligation of the non-performing party and shall be paid to the performing party upon demand.~~

15.05 LIMITATION ON DAMAGES. Any language in this Article 15 or in this Lease to the contrary notwithstanding, and except as specifically provided in this Article, neither Landlord nor Tenant shall be liable, each to the other, for punitive, exemplary, or consequential damages as a result of the breach of such party's obligations hereunder.

ARTICLE XVI ACCESS BY LANDLORD

16.01 RIGHT OF ENTRY. Upon forty-eight (48) hours' prior written notice, Landlord or Landlord's agents shall have the right to enter the Leased Premises at all reasonable times to examine the same and to make such repairs as may be reasonably necessary and as Landlord is required to make under the terms of this Lease, and Landlord shall be allowed to take all material into and upon said Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the building or any part hereof, except as otherwise herein specifically provided. During the six (6) months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Premises to prospective tenants. Except in the case of emergency repairs necessary to prevent or mitigate damage to the Premises or injury to persons, Landlord shall not exercise any rights under this paragraph during Tenant's usual "busy" times, being the lunch and dinner periods of the day.

ARTICLE XVII TENANT'S PROPERTY

17.01 TAXES ON TENANT'S PERSONAL PROPERTY. Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this Lease against any personal property of any kind owned by or placed in, upon, or about the Leased Premises by Tenant.

17.02 LOSS AND DAMAGE. Landlord shall not be liable for any injury or damage to persons or

attorneys' fees to the maximum extent permitted by law.

If suit shall be brought for the breach of any covenant herein contained on the part of the Landlord to be kept or performed, and the breach shall be established, Landlord shall pay to Tenant, in addition to all other sums and relief available to Tenant, all expenses incurred therefore, including reasonable attorneys' fees to the maximum extent permitted by law.

15.04 FAILURE TO PAY, INTEREST ON AMOUNT DUE. If either party at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, the party not required to make the payment or perform the act, without waiving or releasing the non-performing party 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 the non-performing party. All sums so paid and all costs and expenses so incurred shall accrue interest at a rate equal to the "prime" rate charged by Norwest Bank of Denver to its best commercial customers, plus three (3) percentage points, per year, simple, from the date of payment or incurring thereof by the party making the payment or performing the obligation of the non-performing party and shall be paid to the performing party upon demand.

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17.02 LOSS AND DAMAGE. Landlord shall not be liable for any injury or damage to persons or

property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Leased Premises, or from the pipes, appliances or plumbing works, or from the roof, street or subsurface, or from any other place, or by dampness or by any other cause of whatsoever nature, and whether originating in the Leased Premises or elsewhere, unless the same be caused by the negligent act or negligent failure to act of Landlord, or Landlord's agents, representatives, employees, or others in privity with Landlord. The terms of this paragraph notwithstanding, Landlord shall not be liable by way of subrogation if the claim is barred or waived under the waiver of subrogation provisions of this Lease. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of the Tenant only, and Tenant hereby holds Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, a waiver of which shall be obtained in advance by Tenant.

17.03 NOTICE BY TENANT. Tenant shall give reasonable notice to Landlord in case of fire or accidents, or of defects in the Leased Premises or in the building of which the Leased Premises are a part.

ARTICLE XVIII NOTICE PROVISIONS

18.01 NOTICES. Any notice by Tenant to Landlord must be served either:

- (a) by certified mail, postage prepaid, addressed to Landlord at the place designated for the payment of rent, or at such other address as Landlord may designate from time to time by written notice; or,
- (b) by personal service upon Landlord at such address; or,
- (c) by nationally recognized overnight courier service to such address; or,
- (d) by facsimile transmission to the facsimile number provided to Tenant in writing.

Until otherwise notified in writing, Tenant shall pay all rent reserved herein and all other sums required under this Lease at, and the information for notice as defined in Section 1.04:

Any notice by Landlord to Tenant must be served either by certified mail, postage prepaid, addressed Tenant as provided for in Section 1.03 or addresses as Tenant may designate from time to time by written notice to Landlord; or, by personal service on Tenant at said addresses; or by nationally recognized overnight courier service to such addresses.

Notice via certified or registered mail shall be deemed delivered the earlier of actual delivery or three (3) days after deposit in the mail as described above. Notice by personal service shall be deemed delivered upon actual receipt. Notice by nationally recognized overnight courier service shall be deemed delivered the earlier of actual delivery or two (2) days after deposit with the courier service. Notice by facsimile shall be deemed delivered on the date transmitted if transmitted before 12 noon; otherwise, on the next regular business day after the date of transmission. A business day for the purpose of this Lease means any day other than Saturday, Sunday or the following national holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans

Day, Thanksgiving and Christmas.

Upon receipt of any communication from third parties requiring any response by Landlord, Tenant agrees to exercise reasonable efforts to transmit said communication to Landlord in sufficient time for Landlord to comply with the requirements of said communication.

ARTICLE XIX
SUBORDINATION, NONDISTURBANCE, ATTORNMENT,
ESTOPPEL AND PLEDGE OF TENANT'S INTEREST

19.01 SUBORDINATION OF LEASE TO LANDLORD'S LENDERS. Tenant agrees that this Lease and the estate of Tenant hereby created may be made subject and subordinate to the lien of any mortgage, mortgages, deeds of trust or similar encumbrances hereafter placed upon the Leased Premises. Notwithstanding anything set out in this Lease to the contrary, in the event the holder of any mortgage or deed of trust elects to have this Lease superior to its mortgage or deed of trust, then, upon Tenant being notified to that effect by such encumbrance holder, this Lease shall be deemed prior to the lien of said mortgage or deed of trust, whether this Lease is adopted prior to or subsequent to the date of said mortgage or deed of trust; provided, however, neither the holder of the encumbrance nor any person or entity claiming by or through said holder may disrupt, terminate or otherwise interfere with Tenant's quiet possession of the Premises so long as Tenant keeps and performs the covenants of Tenant hereunder. The agreements herein shall be self-operative and no further instrument of subordination shall be required. However, upon demand by the holder of any mortgage covering all or any part of the Property, Tenant shall forthwith execute, acknowledge and deliver an agreement in favor of and in the form customarily used by such encumbrance holder. The foregoing language notwithstanding, Tenant shall not be required to sign, nor presumed to have signed or agreed to, any document hereunder which is not accurate or does not contain in form reasonably satisfactory to Tenant language which provides that notwithstanding the subordination of the Lease to the encumbrance in question, neither the holder of the encumbrance nor any person or entity claiming by or through said holder may disrupt, terminate or otherwise interfere with Tenant's quiet possession of the Premises so long as Tenant keeps and performs the covenants of Tenant hereunder.

Landlord reserves the right, without notice to or consent of Tenant, to assign this Lease and/or any and all rents hereunder as security for the payment of any mortgage loan, deed of trust loan, or other method of financing or refinancing. If the Property is presently encumbered by a mortgage, deed of trust or other encumbrance, it shall be a condition of Tenant's liability hereunder that Landlord obtain from the holders of any such encumbrance(s) a non-disturbance agreement reasonably acceptable in form and substance to Tenant, conforming with the terms of this paragraph 19.01.

19.02 ESTOPPEL CERTIFICATE. Tenant agrees, no more frequently than twice per year, upon not less than ten (10) business days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord or other party designated by Landlord certifying that this Lease is 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), stating the actual commencement and expiration dates of the Lease, stating the dates to which rent, and other charges, if any, have been paid, that the Leased Premises have been completed on or before the date of such certificate and that all conditions precedent to the Lease taking effect have been carried out, that Tenant has accepted possession, that the lease term has commenced, Tenant is occupying the Leased Premises and is open for business, and

stating whether or not to the best of Tenant's knowledge and belief there exists any default by either party in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge and the claims or offsets, if any, claimed by the Tenant, it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord or a purchaser of Landlord's interest and by any mortgagee or prospective mortgagee of any mortgage affecting the Leased Premises or the Property.

Landlord agrees, no more frequently than once per year, upon not less than ten (10) business days' prior notice by Tenant, to execute, acknowledge and deliver to Tenant, a statement in writing addressed to Tenant or other party designated by Tenant certifying that this Lease is 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), stating the actual commencement and expiration dates of the Lease, stating the dates to which Rent, and other charges, if any, have been paid, that the Leased Premises have been completed on or before the date of such certificate and that all conditions precedent to the Lease taking effect have been carried out, that Tenant has accepted possession, that the lease term has commenced, Tenant is occupying the Leased Premises and is open for business, and stating whether or not to the best of Landlord's knowledge and belief there exists any default by either party in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge and the claims or offsets, if any, claimed by the Landlord, it being intended that any such statement delivered pursuant hereto may be relied upon by Tenant or any person to whom Tenant may deliver such certificate.

19.03 ATTORNMENT. Tenant agrees that no foreclosure of a mortgage affecting the Leased Premises, nor the institution of any suit, action, summary or other proceeding against the Landlord herein, or any successor Landlord, or any foreclosure proceeding brought by the holder of any such mortgage to recover possession of such property, shall by operation of law or otherwise result in cancellation or termination of this Lease or the obligations of the Tenant hereunder, and upon the request of the holder of any such mortgage, Tenant covenants and agrees to execute an instrument in writing satisfactory to such party or parties or to the purchaser of the mortgaged premises in foreclosure whereby Tenant attorns to such successor in interest. The foregoing language notwithstanding, Tenant shall not be required to sign, nor presumed to have signed or agreed to, any document hereunder which does not contain in form reasonably satisfactory to Tenant language which provides that notwithstanding the attornment document, neither the holder of the document nor any person or entity claiming by or through said holder may disrupt, terminate or otherwise interfere with Tenant's quiet possession of the Property or the Premises so long as Tenant keeps and performs the covenants of Tenant hereunder.

19.04 PLEDGE OF PERSONAL PROPERTY AND/OR LEASE INTEREST. The foregoing language notwithstanding, Landlord acknowledges that Tenant may seek financing or funding which requires it to encumber the personal property owned by Tenant, as well as similar property from other operations, by way of a first and prior security interest in the collateral for the benefit of an institutional lender. In such event, Landlord shall execute such documents as are reasonably required by such lender to evidence subordination of Landlord's security interest, if any, in accordance with this paragraph.

ARTICLE XX
MISCELLANEOUS PROVISIONS

20.01 ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent installments herein stipulated shall be deemed to be other than on account of the earliest stipulated rent.

20.02 APPLICABLE LAW. This Lease and the rights and obligations of the parties arising hereunder shall be construed in accordance with the laws of the State of Illinois.

20.03 CAPTIONS AND SECTION NUMBERS. The headings which have been used throughout this Lease have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Lease. Words of any gender used in this Lease shall be held and construed to include any other gender and words in a singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Lease shall refer to the entire Lease and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

20.03 SECURITY DEPOSIT. To secure the faithful performance by Tenant of all of the covenants, conditions and agreements in this Lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed, including, but not without limiting the generality of the foregoing, such covenants, conditions, and agreements in this Lease which become applicable upon the termination of the same by re-entry or otherwise, Tenant will deposit herewith the sum of One Thousand Seven Hundred Dollars (\$1,600.00) with Landlord as a Security Deposit on the understanding: (a) that such deposit or any part or portion thereof not previously applied, or from time to time, such one or more parts or portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) that should the Leased Premises be conveyed by Landlord or should Agent cease to be the agent of Landlord (or of the beneficiary of Landlord, if Landlord is an Illinois land trust), the deposit or any portion thereof not previously applied may be turned over to Landlord's grantee or the new agent, as the case may be, and if the same be turned over as aforesaid, the Tenant hereby released Landlord and Agent from any and all liability with respect to the deposit and/or its application or return, and the Tenant agrees to look to such grantee or agent, as the case may be, for such application or return; (c) that Landlord shall have no personal liability with respect to said sum and Tenant shall look exclusively to Agent or its successors pursuant to subparagraph (b) hereof for return of said sum on the termination of this lease; (d) that Agent or its successor shall not be obligated to hold said deposit as a separate fund, but on the contrary may commingle with the same with its other funds; (e) that if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions, and agreements in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, performed, observed, the sum deposited or the part or portion thereof not previously applied shall be returned to the Tenant without interest no later than thirty (30) days after the expiration of the term of this Lease or any renewal or extension thereof, provided Tenant has vacated the Leased Premises and surrendered possession thereof to the Landlord at the expiration of said term or any extension or renewal thereof as provided herein; and (f) that Agent on behalf of itself and its successors, reserves the right, at its sole option, to return to Tenant said deposit or what may then remain thereof, at any time prior to the date when Agent, or its successors is obligated hereunder to return the same,

but said return shall not in any manner be deemed to be a waiver of any default of the Tenant hereunder then existing nor to limit or extinguish any liability of Tenant hereunder.

20.04 ATTORNEYS' FEES. The Tenant shall pay upon demand all the Landlord's costs, charges, and expenses, including the reasonable fees of counsel, agents, attorneys, and others retained by the Landlord and incurred in enforcing the Tenant's obligations hereunder or incurred by the Landlord in any litigation, negotiation or transaction in which the Tenant causes the Landlord, without the landlord's fault, to become involved or concerned.

20.05 SECURITY DEPOSIT. To secure the faithful performance by Tenant of all of the covenants, conditions and agreements in this Lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed, including, but not without limiting the generally of the foregoing, such covenants, conditions, and agreements in this Lease which become applicable upon the termination of the same by re-entry or otherwise, Tenant will deposit herewith the sum of One Thousand Seven Hundred Dollars (\$1,600.00) with Landlord as a Security Deposit on the understanding: (a) that such deposit or any part or portion thereof not previously applied, or from time to time, such one or more parts or portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) that should the Leased Premises be conveyed by Landlord or should Agent cease to be the agent of Landlord (or of the beneficiary of Landlord, if Landlord is an Illinois land trust), the deposit or any portion thereof not previously applied may be turned over to Landlord's grantee or the new agent, as the case may be, and if the same be turned over as aforesaid, the Tenant hereby released Landlord and Agent from any and all liability with respect to the deposit and/or its application or return, and the Tenant agrees to look to such grantee or agent, as the case may be, for such application or return; (c) that Landlord shall have no personal liability with respect to said sum and Tenant shall look exclusively to Agent or its successors pursuant to subparagraph (b) hereof for return of said sum on the termination of this lease; (d) that Agent or its successor shall not be obligated to hold said deposit as a separate fund, but on the contrary may commingle with the same with its other funds; (e) that if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions, and agreements in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, performed, observed, the sum deposited or the part or portion thereof not previously applied shall be returned to the Tenant without interest no later than thirty (30) days after the expiration of the term of this Lease or any renewal or extension thereof, provided Tenant has vacated the Leased Premises and surrendered possession thereof to the Landlord at the expiration of said term or any extension or renewal thereof as provided herein; and (f) that Agent on behalf of itself and its successors, reserves the right, at its sole option, to return to Tenant said deposit or what may then remain thereof, at any time prior to the date when Agent, or its successors is obligated hereunder to return the same, but said return shall not in any manner be deemed to be a waiver of any default of the Tenant hereunder then existing nor to limit or extinguish any liability of Tenant hereunder.

20.06 LANDLORD'S RIGHT TO CURE. Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) after complying with the notice provisions established in Article XVIII; and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be so much additional rent due on the next rent date after such payment together with interest except in the case of said attorneys' fees) at the highest rate then payable

by Tenant in the state of Illinois or in the absence of such rate at the rate of ten percent (10%) per annum, from the date of the advance to the date of repayment by Tenant to Landlord.

20.07 TIME OF ESSENCE. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

20.08 RECEIPT OF MONEY AFTER NOTICE. No receipt of money by the Landlord from the Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises shall renew, reinstate, continue or extend the term of this lease or affect any such notice, demand or suit.

20.09 ATTORNEYS' FEES. The Tenant shall pay upon demand all the Landlord's costs, charges, and expenses, including the reasonable fees of counsel, agents, attorneys, and others retained by the Landlord and incurred in enforcing the Tenant's obligations hereunder or incurred by the Landlord in any litigation, negotiation or transaction in which the Tenant causes the Landlord, without the landlord's fault, to become involved or concerned.

20.10 COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be full effected as an original and all of which together shall constitute one and the same instrument.

20.11 ENTIRE AGREEMENT. The Lease, the Exhibits and any Rider set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. All prior communications, negotiations, arrangements, representations, agreements and understandings, whether oral, written or both, between the parties hereto, and their representatives, are merged herein and extinguished, this Lease superseding and canceling the same. 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 executed by the party against which such subsequent alteration, amendment, change or modification is to be enforced. If any provision contained in any Exhibit or Rider hereto is inconsistent with any printed provisions of this Lease the provision contained in such Exhibit or Rider shall supersede said printed provision.

20.12 EXHIBITS. All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

20.13 FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay. The provisions of this Section 20.09 shall not operate to excuse Tenant, or Landlord as the case may be, from the prompt payment of Rent or any other payments required by the respective parties under the terms of this Lease.

20.14 **GUARANTOR.** This Lease is guaranteed by Brooke Bingaman, pursuant to the Guaranty attached hereto as Exhibit C.

20.15 **HAZARDOUS MATERIALS:** Neither Landlord nor Tenant will store, use, or dispose of any hazardous, toxic, corrosive, explosive, reactive or radioactive matter in, on, or about the Premises or the Property. Landlord and Tenant will comply with all applicable environmental laws and permitting requirements impacting the operations on the Leased Premises. Tenant shall indemnify and hold harmless the Landlord from any claims or actions, including, without limitation, costs, reasonable attorneys' fees and costs of remediation, arising out of Tenant's use, storage or disposal of toxic or hazardous materials on or in the Leased Premises.

20.16 **NO PARTNERSHIP OR OTHER ASSOCIATION.** 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 venturer or a member of a joint enterprise with Tenant.

20.17 **NOTICE TO LANDLORD OF DEFAULT.** In the event of any act or omission by Landlord which would give Tenant the right to terminate this Lease, or make any claim against Landlord for the payment of money, Tenant will not make such claim or exercise such right until it has given written notice of such act or omission to the Landlord, and after fifteen (15) days shall have elapsed following the giving of such notice, during which Landlord has not commenced diligently to remedy such act or omission or to cause the same to be remedied.

20.18 **PARTIAL INVALIDITY.** If any one or more of the provisions of this Lease, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Lease and all other applications of any such provisions shall not be affected thereby.

20.19 **QUIET ENJOYMENT, LANDLORD'S COVENANT.** Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord. In that regard, and notwithstanding any other language herein to the contrary, when exercising its rights and performing its obligations under this Lease, Landlord shall take no action which shall interfere with the conduct of Tenant's business, cause inconvenience to Tenant's customers, increase Tenant's cost of doing business or cost for common area maintenance and expenses, or change or interfere with the ingress/egress provided to and from the Leased Premises, or change, decrease or interfere with Tenant's signage, without Tenant's prior written consent, which consent shall be given or withheld in Tenant's reasonable business judgment. The within limitation shall not apply to actions taken by Landlord to enforce its rights after a default and failure to cure by Tenant, and shall not apply to the extent Landlord and Tenant are governed by the Governing Documents and other rules, regulations, covenants, restrictions, etc. applicable to the Property and the Premises.

20.20 **REAL ESTATE COMMISSIONS.** Landlord and Tenant warrant to each other they have not dealt with any broker or Realtor with respect to this transaction.

20.21 RECORDING. A certificate or memorandum of this Lease, prepared by Landlord, may at the option and expense of Landlord, be recorded. Tenant shall execute any such certificate or memorandum which accurately reflects the general non-monetary terms of this Lease upon request by Landlord; provided, however, no such certificate or memorandum shall state the amount of rent or other charges payable by Tenant to Landlord under this Lease.

20.22 TENANT'S ASSERTION OF LANDLORD'S RIGHTS. So long as Tenant is not in default under the terms of the within Lease, Landlord assigns to Tenant, at Tenant's expense, Landlord's right to claim for a revision of any "Statement" regarding common area maintenance, as defined in Section 6.4 of the Easements.

20.23 WASTE. Tenant shall not allow nor commit waste on or about the Premises.

20.24 NO WAIVER CUMULATIVE RIGHTS. The various rights and remedies contained in this Lease shall not be exclusive of any other right or remedy, but shall, except as specifically set forth otherwise, be cumulative and in addition to any other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of any exercise of any right by either party shall impair any such right, or constitute or give rise to a waiver of any right or of any default or any acquiescence therein. One or more waivers of any covenant or condition of this Lease by either party shall not constitute or give rise to any waiver of any subsequent rights under the same covenant or condition. The consent or approval by either party to or of any act or thing requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

ARTICLE XXI. HOLDING OVER; SUCCESSORS

21.01 HOLDING OVER. In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a tenant from month to month, at two hundred percent (200%) of the Base Rent for the last Lease Year of the term, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to month-to-month tenancy.

21.02 SUCCESSORS AND ASSIGNS. Except as otherwise herein provided, this Lease and all the covenants, terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, representatives, successors and assigns of each party hereto, and all covenants herein contained shall run with the land and bind any and all successors in title to Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

10 West St. Charles LLC

By: 

Its Authorized Representative

TENANT:

Soapy Roads of Lombard LLC

By: 

Its Authorized Representative

EXHIBIT B

Rent and Additional Rents

Base Rent:

Year	Term	Annual	Mo.	Inc.
1	Initial	\$ 19,200.00	\$ 1,600.00	n/a
2	Initial	\$ 19,200.00	\$ 1,600.00	0.0%
3	Initial	\$ 19,968.00	\$ 1,664.00	4.0%
4	Initial	\$ 20,766.72	\$ 1,730.56	4.0%
5	Initial	\$ 21,597.39	\$ 1,799.78	4.0%
6	Option	\$ 22,461.28	\$ 1,871.77	4.0%
7	Option	\$ 23,359.74	\$ 1,946.64	4.0%
8	Option	\$ 24,294.13	\$ 2,024.51	4.0%
9	Option	\$ 25,265.89	\$ 2,105.49	4.0%
10	Option	\$ 26,276.53	\$ 2,189.71	4.0%

Additional Rent:

Description	Annual Total	%	Amount	Mo. Escrow
Real Estate Taxes	\$7,414.26	50%	\$3,707.13	\$308.93
Property Insurance	\$4,811.00	50%	\$2,405.50	\$200.46
TOTAL				\$509.39

EXHIBIT A

Legal Description

LOTS 1 AND 2 IN TIMKE'S RESUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1979 AS DOCUMENT NUMBER R79-21161, IN DUPAGE COUNTY, ILLINOIS.

Common Address:

10 W. ST. CHARLES ROAD, LOMBARD.

PIN:

06-07-206-032

Exhibit "C"

GUARANTY

In order to induce LANDLORD to execute the foregoing LEASE, the undersigned does hereby absolutely and unconditionally guarantee, as a guarantee of payment and not merely as a guarantee of collection, for the benefit of LANDLORD and its successors and assigns the full performance and observance of all of the covenants, conditions, and agreements provided to be performed and observed by TENANT in said LEASE including, without limitation, the prompt payment of the Base Rent and Rent Adjustments and all other amounts provided in said LEASE to be paid by TENANT, including attorneys' fees and costs ("Guaranteed Obligations"). This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or the LEASE, this Guaranty or any other instrument or agreement evidencing any Guaranteed Obligations or by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense to obligations of the undersigned under this Guaranty.

The undersigned waives any defense arising by reason of any disability or other defense of TENANT or any other guarantor, or the cessation from any cause whatsoever of the liability of TENANT or any other guarantor, or any claim that the undersigned's obligations exceed or are more burdensome than those of TENANT or any other guarantor and waives the benefit of the statute of limitations affecting the undersigned's liability hereunder. Guarantor waives any right to enforce any remedy which LANDLORD now has or may hereafter have against TENANT or any other guarantor and waives any benefit of and any right to participate in any security, letter of credit or other credit enhancement or support now or hereafter held by or otherwise available to LANDLORD. Further, the undersigned consents to the taking of, or failure to take any action, which might in any manner or to any extent vary the risks of the undersigned under this Guaranty or which, but for this provision, might operate as a discharge of the undersigned.

The undersigned hereby waives notice of non-payment, non-performance or non-observance and all other notices and all proof or demands.

Further, the undersigned expressly agrees that its obligations hereunder shall in no way be terminated, affected or impaired by reason of the granting by LANDLORD of any indulgences to TENANT or by reason of the assertion against TENANT of any of the rights or remedies reserved to LANDLORD pursuant to the provisions of said TENANT or by relief of the TENANT from any of the TENANT'S obligations under said LEASE by operation of law or otherwise or by assignment by LANDLORD of its interest under the LEASE or by succession of any third party to the rights and interest of LANDLORD under the LEASE, the undersigned hereby waiving all suretyship and non-assignability defenses. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the LEASE whether or not the undersigned shall have received any notice of or consented to such renewal, modification or extension.

The undersigned further agrees that its liability hereunder shall be primary, and that in any right of action which shall accrue to the LANDLORD under the LEASE, the LANDLORD may, at its option, proceed against the undersigned and the TENANT, jointly or severally, may proceed against the undersigned without having commenced any action against or having obtained any judgment against the TENANT or any other guarantor or without having proceeded against any security, letter of credit or other credit enhancement or support provided for in connection with the LEASE. Guarantor's liability under this Guaranty shall not be

affected, modified diminished, or impaired, by reasons of any dealings, transactions, or matters between LANDLORD and TENANT that may cause the LEASE to terminate, including without adjustment, compromise, deferral, waiver, settlement, accord and satisfaction, or release of TENANT'S obligations under the LEASE, regardless of whether Guarantor receives notice thereof, all of which notices Guarantor expressly waives.

It is agreed that the failure of the LANDLORD to insist in any one or more instances upon strict performance or observance of any of the terms, provisions or covenants of the LEASE or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right but the same shall continue and remain in full force and effect. Receipt by the LANDLORD of rent or other payments with knowledge of the breach of any provision of the LEASE shall not be deemed a waiver of such breach.

No assignment or other transfer of the LEASE or any interest therein, whether by contract, operation of law, merger or other consolidation, shall operate to extinguish or diminish the undersigned's liability for the Guaranteed Obligations.

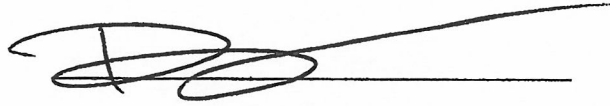
Guarantor hereby authorizes and empowers any attorney at law to appear in any court of record and to confess judgment against Guarantor for the balance due on the LEASE, as evidenced by the complaint filed by LANDLORD, including attorneys' fees and costs, and releases all errors and waives all rights to appeal. If a copy of this Guaranty, verified by affidavit, has been filed in such proceeding, it shall not be necessary to file the original. Guarantor waives the right to any stay of execution and all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power of attorney to confess judgment shall be deemed to exhaust the power, but the power shall continue in full force and effect and may be exercised at any time by LANDLORD. Guarantor hereby waives and releases any and all claims, demands and causes of action against any attorney acting under the terms of the authority arising out of or connected with this confession of judgment.

Notwithstanding anything in this Guaranty to the contrary, this Guaranty shall continue to be effective or reinstated, as the case may be, if at any time any payment of any portion of the Guaranteed Obligations is revoked, terminated, rescinded or reduced upon the insolvency, bankruptcy or reorganization of TENANT, any other guarantor or any other person or entity, as if such payment had not been made and whether or not LANDLORD is in possession of or has released this Guaranty or the Guaranteed Obligations and regardless of any prior revocation, rescission, termination or reduction in this Guaranty or the Guaranteed Obligations. In the event that acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of TENANT, any other guarantor or any other person or entity, all Guaranteed Obligations shall nonetheless be payable by the undersigned immediately upon demand by LANDLORD.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE UNDERSIGNED AND LANDLORD EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON OR ARISING OUT OF THIS GUARANTY OR THE GUARANTEED OBLIGATIONS. THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE UNDERSIGNED AND LANDLORD.

IN WITNESS WHEREOF, this Guaranty is executed this ____ day of May 2025.

Signature Line



Printed Name

Brooke Bingaman

Social Security Number

142-70-7434

Address

621 E. St. Charles Pl.
Lombard, IL 60148

City

State

County

DuPage

Telephone Number:

732.768.5253 ☺VA