

# VILLAGE OF ANTIOCH

---

16-09-24

***AN ORDINANCE ADDING ONE CLASS B LIQUOR LICENSE,  
TOGETHER WITH CLASS B-1 AND B-2 ANCILLARY LICENSES  
FOR LUCKY BERNIE'S***

---

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

September 19, 2016

---

Published in pamphlet form by authority of the Village Board  
of the Village of Antioch, Lake County, Illinois,  
this 30<sup>th</sup> day of September, 2016.

---

LAWRENCE M. HANSON	President	MARY C. DOMINIAK	Trustee
		JERRY T. JOHNSON	Trustee
LORI K. ROMINE	Clerk	JAY JOZWIAK	Trustee
		ED MACEK	Trustee
ROBERT J. LONG	Attorney	SCOTT A. PIERCE	Trustee
		TED P. POULOS	Trustee

**ORDINANCE 16-09-24**

**AN ORDINANCE ADDING ONE CLASS B LIQUOR LICENSE,  
TOGETHER WITH CLASS B-1 AND B-2 ANCILLARY LICENSES  
FOR LUCKY BERNIE'S**

**WHEREAS**, the Village Board has been petitioned by Cuhlife, LLC, the intended developer of a proposed upscale deli who has a conditional lease on a property located at 420 Route 173 (formerly 22221 W. Route 173) Suite 111 and 112, and in particular, the petition seeks an additional Class B liquor license which will allow them to conduct retail sales of beer and wine along with their proposed deli sandwich offerings, and

**WHEREAS**, the petitioner has requested that it also be allowed to serve alcoholic beverages on a proposed patio overlooking the scenic marsh and wetlands to the south of the building, which would require a Class B-1 license, and

**WHEREAS**, the petitioner has further requested that it be allowed to sell wine in the original bottle for consumption off-premises as a part of its overall concept of upscaling the more common delicatessen offerings and providing a unique marketing approach to the community, and

**WHEREAS**, a true copy of the said Petition is attached hereto as Exhibit A, and

**WHEREAS**, the Village Board has considered the petition and has determined that the proposal is appropriate for the suggested location and type of business, and that the petitioner is an appropriate designated licensee, having been operated several other similar delis with a record of compliance with the liquor laws for some time, and

**WHEREAS**, the Village Board wishes to expand business opportunities wherever possible, for the overall benefit of the citizens and taxpayers of this Village, particularly where the offerings of the proposed business are unique and aimed at a target market that will likely draw people into town,


**NOW THEREFORE, BE IT ORDAINED** by the Village of Antioch, Lake County, Illinois, as follows:

**SECTION ONE:** The Village Clerk, acting as the Secretary of the Local Liquor Commissioner is directed to revise the chart of allowed liquor licenses to increase the number of Class B licenses by 1, along with increasing the number of Class B-1 and B-2 licenses by one each, effective at such time as Lucky Bernie's has secured a certificate of occupancy, based upon completion of the build-out of an upscale deli in substantial conformance with the plans and concepts presented to the Village Board in open session, and it has further qualified for a Village of Antioch Liquor License.

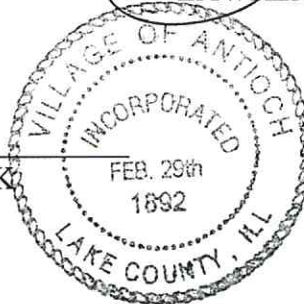
**SECTION TWO:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,  
ON THIS 19<sup>TH</sup> DAY OF SEPTEMBER, 2016.

ATTEST:

  
LAWRENCE M. HANSON, MAYOR

  
LORI K. ROMINE, VILLAGE CLERK



STATE OF ILLINOIS   )  
                                      )  
COUNTY OF LAKE    )

SS

### CERTIFICATE

I, Lori K. Romine, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on September 19, 2016, the Corporate Authorities of such municipality passed and approved **Ordinance No. 16-09-24**, entitled ***"AN ORDINANCE ADDING ONE CLASS B LIQUOR LICENSE, TOGETHER WITH CLASS B-1 AND B-2 ANCILLARY LICENSES FOR LUCKY BERNIE'S"*** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 16-09-24**, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on September 30, 2016 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 30<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
Lori K. Romine, RMC/CMC  
Village Clerk





## Petition to have a liquor license created

Ordinance No. 16-05-13 was approved by the Village Board on May 16, 2016 establishing procedures for the creation of liquor licenses. The following petition must be submitted before an applicant can be placed on a Committee of the Whole agenda for consideration by the Village Board.

### APPLICANT INFORMATION

Business name: Cuhlife, LLC Antioch d/b/a Lucky Bernies  
Address: 22221 W. Rt. 173 Antioch, IL 60002  
Applicant Name: Bryan Sterbenz  
Email: BmSterbenz@gmail.com Phone: 224.308.8470  
Business Type (corporation, partnership, etc.): LLC  
Number of owners (owning more than 5%):

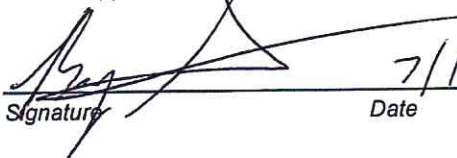
Class "A"	Restaurant Full Service License	\$ 1,900.00
Class "A-1"	Restaurant Outdoor Café Full Service	\$ 250.00
Class "B"	Restaurant Limited Service License	\$ 1,400.00
Class "B-1"	Restaurant Outdoor Café Limited Service	\$ 250.00
Class "C"	Retail Package Sales License	\$ 2,000.00
Class "C"	Extended Sampling	\$ 250.00
Class "D"	Gas Station Convenience Store License	\$ 1,300.00
Class "E"	Bar and Tavern License	\$ 2,000.00
Class "E-1"	Bar and Tavern Outside Service	\$ 500.00
Class "E-2"	Wine Shop License	\$ 2,000.00
Class "F"	Club License	\$ 200.00
Class "H"	Hotel License	\$ 2,000.00
Class "H-1"	Hotel Outdoor License	\$ 500.00
Class "I"	Winery	\$ 2,000.00

Class(es) of license requested: Class B + B-1 w/ packaged liquor

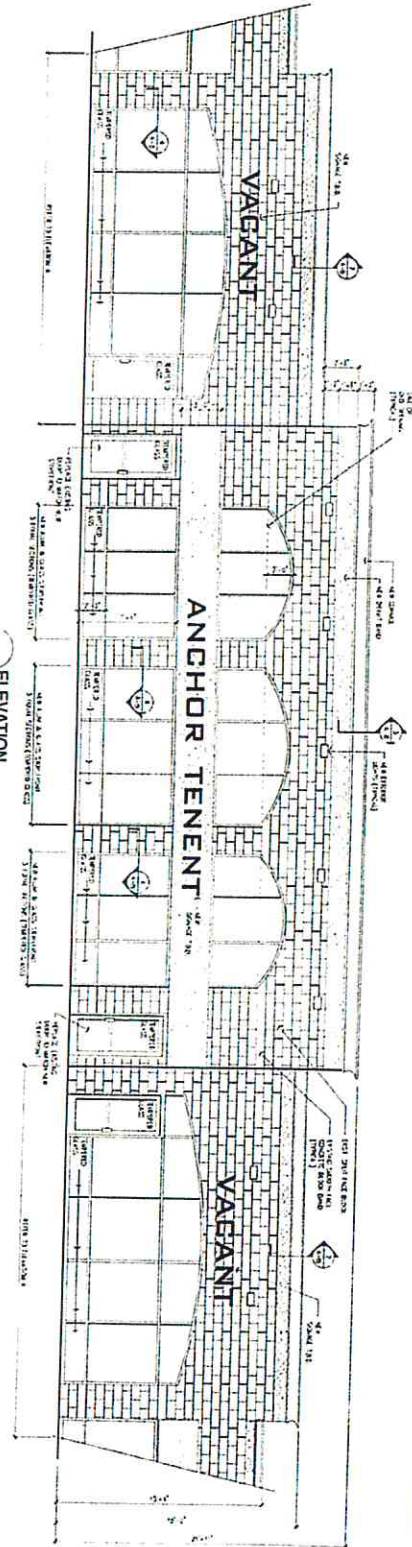
Please attach copies of the following:

- ☒ Copy of a lease, deed, or other document demonstrating that the applicant has, or will have, the right to establish the proposed businesses in a properly zoned location.
- ☒ A site drawing showing the exterior of the proposed location, together with parking and all necessary site improvements to meet applicable exterior codes, such as ADA and the Illinois Accessibility Code
- ☒ A drawing of the interior of the proposed location, at a minimum in planar view, but preferably accompanied by concept drawings showing the interior and a general idea of the layout, decoration, seating, bathrooms, kitchen (if applicable) and the like.
- ☒ For restaurants, a proposed menu showing not only representative food choices, but reasonably anticipated price points.
- ☒ Non-refundable application fee of \$500 (This will be applied toward initial license fees, but only in the event a license should be created by the Village Board and the applicant awarded the license by the local liquor commissioner.)

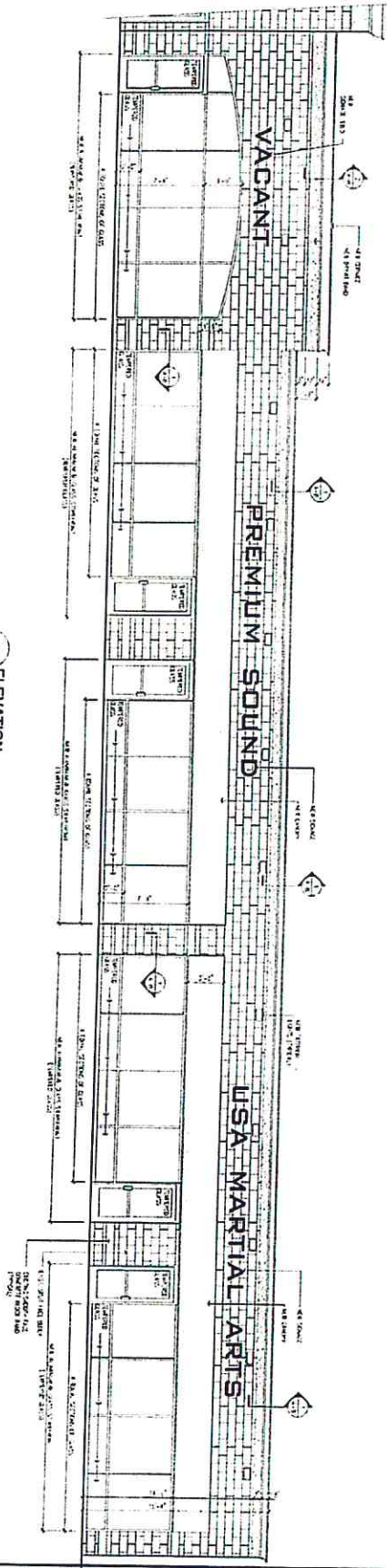
I, the undersigned applicant or authorized agent thereof, swear or affirm under penalties of perjury that the matters stated in this petition are true and correct, are made upon my personal knowledge and information, and are made for the purpose of requesting the Village of Antioch to create the license requested above. I further swear or affirm that I have not omitted any information which is required to be made in these disclosures, that the matters stated herein are not misleading in light of the purposes for which application is made, and that the applicant is qualified and eligible to obtain the license applied for.

  
Signature \_\_\_\_\_ Date 7/17/16

VILLAGE OF  
**Antioch**  
AUTHENTIC by nature



3 ELEVATION

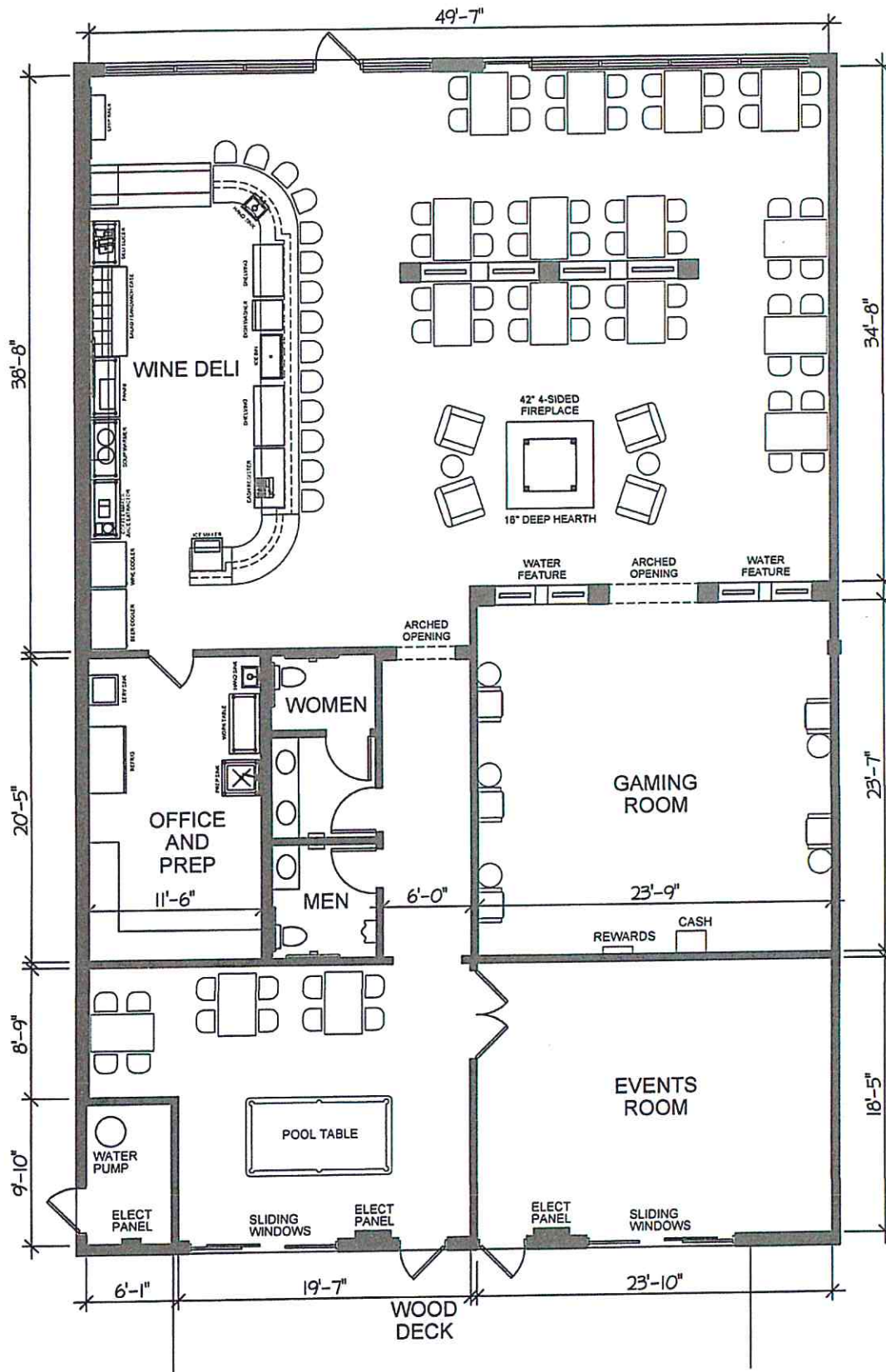


4 ELEVATION

NOTE:  
REFER TO ELEVATION ELEVATION  
SHEETS 44.1.1.1 FOR ADDITIONAL NOTES

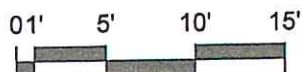






Wine Deli & Gaming Parlor  
**Lucky Bernie's**  
 22221 W. Rt. 173 Antioch, Illinois  
 June 28, 2016  
 Archamerica Job No. 1035

## Floor Plan



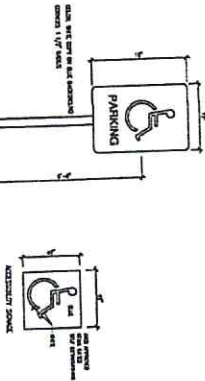
**ARCHAMERICA**

1800 Nations Dr., Suite 201 Phone 847-336-6600  
 Gurnee, Illinois 60031 Fax 847-336-6601





VERTICAL PARKING SIGN

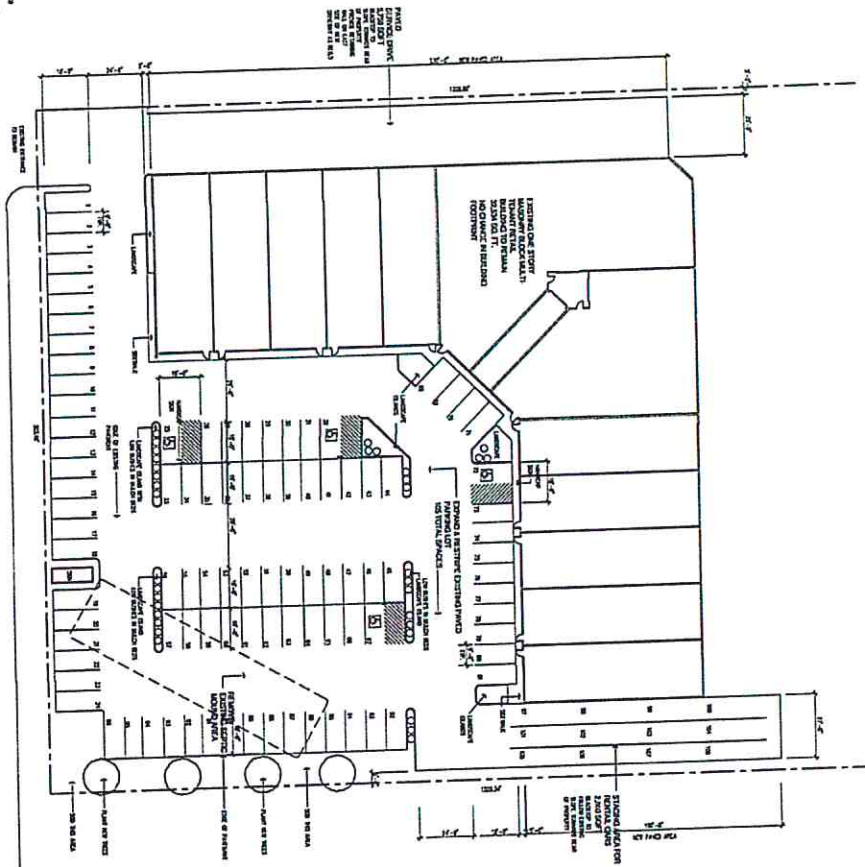


SITE/PARKING PLAN

SCALE: 1" = 20'-0"



STATE ROUTE 173



I, the undersigned, being a duly Licensed Professional Engineer in the State of New York, do hereby certify that I am a duly Licensed Professional Engineer in the State of New York, and that I am the author of the design and construction of the above described project.

DATE: 10/1/18  
P-1  
of 1

ROBERT P. LIZZO  
ARCHITECT  
12345 MAIN STREET  
ANYTOWN, NY 12345  
TEL: 516-123-4567  
FAX: 516-123-4568  
WWW.RPLIZZO.COM

CONCESSION

BL

# BUILDING LEASE

LEASE DATE: 4/17/2016

## TERM OF LEASE

7 YEARS

BEGINNING: 4/1/2016 ENDING: 5/30/2023 ..... Access to rental units beginning 4/1/2016 Contingent upon valid certificate of insurance naming Colony Investment Partners as insured and security deposit collected

MONTHLY RENT: Year 1, \$00.00 PSF : Year 2, \$12.00 PSF : Year 3, \$12.60 PSF : Year 4, \$13.23 PSF : Year 5, \$13.89 PSF : Year 6, \$14.58 PSF : Year 7, \$15.30 PSF..... Lessor shall complete exterior façade work per plans/ drawings prepared by Robert Lizzo ( Architect ) prior to June 15<sup>th</sup> or compensate 1 for 1 days free rent. If Colony Investment Partners delays opening caused by sewer or parking tenant will be compensated with 1 for 1 free rent

SECURITY DEPOSIT: \$4000 upon lease signing SQUARE FOOTAGE: 4000 SF

## LOCATION OF PREMISES

22221 S. Route 173 Antioch, Illinois 60046 Suite #111 & 112



PURPOSE

Deli Restaurant with wine and beer with lottery games

Tenant shall have exclusive rights to operate video gaming terminals in the center

Landlord to provide 2 designated parking spots solely

for Tenant's customers

LEASE

CUHLIFE LLC

D/B/A LUCKY BERNIE'S

(SEE ATTACHMENT "A" FOR GARENTOR)

LESSOR

COLONY INVESTMENT PARTNERS LLC

PO BOX 6126

LINDENHURST, IL 60046

CONTACT:

BUS. TEL:

FAX:

CELL TEL:

SS OR FEIN #: 81-0718914

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent the rent for the Premises in the sum stated above, on the first of every month, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Lessee agrees to pay late charges in the amount of Forty Dollars (\$40.00) per day for any rent payment not made by the tenth of every month. Late fees will accrue until rent payment has been received in full by Lessor or Lessor's agent.

**2. CONDITION AND UNKEEP OF PREMISES.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed: Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and will remove the snow and ice from the sidewalk abutting the Premises including the rear exits or doorways, and upon the termination of this Lease, in any way, will yield up the Premises or Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver all keys therefor at the place of payment of said rent.

**3. LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT.** Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than the herein before specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by other person, and will not sublet the same, or any part thereof, nor assign this lease without in each case the prior written consent of the Lessor, which should not be unreasonably withheld, and Lessee will not permit any transfer by operation of law of the interest in Premises acquired through this lease, and will not permit Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days: and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any of the Premises, except by written consent of Lessor: all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

**4. MECHANIC'S LIEN.** Lessee will not permit any mechanic's lien or liens to be placed upon the premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same, furnish a release of same or bond over same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor or the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee or Lessor and shall be repaid to Lessor on rendition of bill therefor.

**5. INDEMNITY FOR ACCIDENTS.** Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provision hereof.

**6. NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable for any damages occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for damages arising from acts or neglect of any owners or occupants adjacent or contiguous property unless the damages were allegedly caused as a direct result from the negligence of the Lessor.



**7. WATER, GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills or gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

**8. KEEP PREMISES IN REPAIR.** Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

**9. ACCESS TO PREMISES.** Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale", and "To Rent", and will not interfere with the same.

**10. ABANDONMENT AND RELETTING.** If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises is terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during remaining period of this lease.

**11. HOLDING OVER.** Lessee will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of Dollars (\$ 100.00 ) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

**12. EXTRA FIRE HAZARD.** There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

**13. DEFAULT BY LESSEE.** If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at this election declare said term ended and re-enter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, the Lessor shall have at all times the right to distain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distrait as security for payment of the rent herein reserved.

**14. NO RENT DEDUCTION OR SET OFF.** Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessor shall not be deducted from rent nor set off



against any claim for rent in any action.

15. **RENT AFTER NOTICE OR SUIT.** It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

16. **PAYMENT OF COSTS.** Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

17. **RIGHTS CUMULATIVE.** The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, not shall exercise or use of any right or remedy by Lessor waive any other right remedy.

18. **FIRE AND CASUALTY.** In case of the Premises shall be rendered untenable during the term or this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises with 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. Rent shall abate during the period that the Premises are not habitable to Lessee. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this Lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.

19. **SUBORDINATION.** This lease is subordinate to all mortgages, which may now or hereafter affect the Premises.

20. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

21. **SEVERABILITY.** Wherever possible each provision of this lease shall be interpreted in such manner as to effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 1 pages numbered 1 to 5, including a rider consisting of 6 pages, identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.

LESSEE  
  
FOR: Cuhlife LLC Antioch D/B/A Lucky Bernie's  
May 1st 2016

LESSOR  
  
FOR: Colony Investment Partners LLC (SEAL)  
May 1st 2016 (SEAL)

ASSIGNMENT BY LESSOR

On this \_\_\_\_\_, for value received, Lessor hereby transfers, assigns and sets over to \_\_\_\_\_, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

### GUARANTEE

On this \_\_\_\_\_, 20\_\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

State of Illinois, County of \_\_\_\_\_ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for uses and purposes therein set forth, including the release and waiver of right of homestead.

SEAL

GIVEN under my hand and official seal this \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_\_.

Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

### RIDER

This rider is attached and made part of this Lease, Kathleen M. Leavitt (hereinafter referred to as Lessee) and Colony Investment Partners LLC (hereinafter referred to as Lessor) dated, \_\_\_\_\_ March 21st \_\_\_\_\_, 2016\_\_\_\_\_.

### GENERAL RIDER PROVISIONS



- 1) Lessee agrees that upon request of the Lessor in writing, it will subordinate this Lease to the lien of any first mortgage upon the premises to any lender.
- 2) The term of this lease is seven years from the beginning date of the Lease or, \_\_\_\_\_ July 1, \_\_\_\_\_ 2016 \_\_\_\_\_, (which shall be the anniversary date). During the term of this lease the monthly rent will escalate as provided in said lease.
- 3) It is the Lessor's understanding that Lessee's business operates within the bounds of a "Standard Insurance Rating" with regard to Lessor's building risk. If at any time Lessor's building insurance risk policy becomes rated above standard insurance risk because of Lessee's operation, Lessee agrees to pay the above difference as additional rent.
- 4) **LIABILITY INSURANCE.** Lessee shall maintain General Public Liability Insurance in an amount not less than \$1,000,000/\$2,000,000 naming Lessor and Owner as insured in addition to Lessee. Lessee's insurance shall be primary, non-contributory. Lessee shall furnish evidence of such insurance to Lessor within thirty (30) days of execution of this Lease.
- 5) Lessee understands that he will be responsible for maintaining the space and conforming to the laws, rules, and regulations of government bodies and agencies with regards to space use and commercial zoning. Lessee will be responsible for any expenses necessary to conform to said rules, regulations, and laws due to any violation as a result of his business operations. Lessor has provided Lessee a complete set of Rules and Regulations, which Lessee hereby agrees to comply with.
- 6) Lessee understands that they have no right to participate in any condemnation proceeds or awards.
- 7) Lessor shall be responsible for providing scavenger service. Lessee agrees to use whatever container or containers are provided by Lessor. Lessee also agrees not to store any materials or equipment of any kind outside the building. If Lessee leaves any other materials or debris outside, he will be warned in writing for the first violation. Thereafter, Lessee will be subject to a Twenty-five Dollar (25.00) per day assessment for violation of this clause. This amount shall be deemed to be an additional rent due and payable with the following month's rent after receipt of said assessment. Lessee understands that outside storage of any kind is prohibited and enforced by Colony Investment Partners LLC. Lessee understands that the rear of the building is not an extension of their unit and shall keep all trash in dumpster, and shall not pile debris outside dumpster. Lessee agrees to keep other items (i.e. pallets, boxes, cans) inside unit until the day they are to be removed via Lessor's scavenger service.
- 8) A security deposit of one (1) month's rent is required at the time of the signing of this Lease. This security deposit does not reflect any month's rent payment. Upon vacating the premises, Lessor will refund all or any portion of the security deposit not needed to correct damage to the premises. Security deposit will not bear interest.
- 9) Lessee understands and consents to allow Lessor to hold the security deposit during term of this Lease, and the security deposit will not bear interest.
- 10) All rental payments to be received by Colony Investment Partners LLC, at P.O. Box 6126, Lindenhurst, Illinois 60046, by the tenth of each month. A late charge of Ten Dollars (\$10.00) per day per missing payment will be charged to the Lessee for rental payments postmarked after the tenth day of each month.

## RIDER

- 11) There will be a Fifty Dollar (\$50.00) charge to the Lessee for any rental payments returned to Lessor for any reason. Should Lessee's checks be returned more than two (2) consecutive months in a row, payment of rent shall be made via a cashier's check or money order.



12) Lessee must notify all utility companies of occupancy and the change of address for invoicing information prior to taking possession of premises. Lessee will be responsible for all utility charges (Electric and Gas) during the period of occupancy. Lessee understands that shutoff of gas and/or electricity may not be done without the permission of Lessor. Lessee further understands that if utility service is shut off, a monthly meter charge will still accrue during months service is shut off. Lessee understands that any associated costs due to a utility shut off, including the reconnection fee at the end of Lessee's lease period, shall be the sole responsibility of Lessee.

13) Lessee accepts the space on an "as is" condition and shall be responsible for all maintenance (including the snow removal directly outside front door, rear service door and overhead door), in accordance with Paragraph 2 of the standard Building Lease and janitorial on the interior of the demised premises. This shall include Lessee's responsibility for replacement of bulbs (i.e. fluorescent tubes, light bulbs, and exit light bulbs) and minor maintenance to plumbing fixtures including miscellaneous toilet and/or faucet repairs not considered normal wear and rear. The Lessor shall be responsible for repairs to exterior of building including roof and masonry, unless caused by the negligence of Lessee or Lessee's employees. Lessee understands that no penetrations of the buildings' exterior, including brick, block wall and roof shall be made. Lessee understands that permission must be granted in writing by Lessor prior to installation of any venting, HVAC rooftop units, antennas or anything requiring the penetration of the roof. Lessor shall be responsible for repairs to the heating systems under the following conditions:

A. Lessee shall have gas furnace cleaned and inspected one (1) time per calendar year, by a licensed HVAC. Annual inspections shall continue for the duration of Lessee's lease period. Lessee shall provide to Lessor proof of service performed to avoid repair costs in the event of a furnace failure:

B. Lessee acknowledges that certain business operations will contribute to the premature failure of "gas-fired unit heaters", including but not limited to woodshops, welding shops, tool and dye operations, use of chemicals, lime products, plating, finishing of metals and wood, and painting/staining. Should Lessor's HVAC contractor determine that Lessee's business type contributed to a furnace failure, cost of replacement will be the responsibility of Lessee regardless of the fact that unit heater was properly cleaned and maintained by Lessee on an annual basis during period of lease term:

C. HVAC Installations. Should Lessee install a rooftop HVAC unit (at the sole cost of the Lessee), Lessee agrees to perform all maintenance necessary to subject HVAC unit and shall also include:

1) Following Lessor's written permission for Lessee to install HVAC, Lessee agrees to coordinate said installation with Lessor's rooftop maintenance contractor;

2) Lessee agrees to notify Lessor after all work has been performed including patching to roof by Lessor's rooftop maintenance contractor;

3) Lessee understands that repair of roof leaks associated with HVAC rooftop unit shall be the sole responsibility of Lessee, should a leak occur after installation. It is further agreed that Lessee shall contact Lessor if a roof leak occurs so that Lessor can properly notify their rooftop maintenance contractor.

## RIDER

Lessee shall make all repairs to the Leased Premises which are not the obligation of Lessor. Particularly, Lessee shall keep and maintain the entire interior of the Leased Premises in clean condition and repair, including, without limitation, necessary interior painting (colors to be approved by Lessor). Lessee shall also keep in good condition and repair the exterior covering of the floor. Lessee's responsibility for dividing the Leased Premises from other Lessee's quarters shall be shared, jointly with such other Lessees. Lessee shall conform with the rules and regulations of fire underwriters or their fire protection engineers. All repairs, replacement, and restorations shall be of a quality at least equal to the original construction, and Lessor shall be sole judge of whether this standard of quality is met.

14) All of Lessee's proposed window covering treatments, and signage are subject to Lessor's written approval prior to installation and shall not be unreasonably withheld.

15) PARKING LOTS & REAR AREAS OF BUILDING(S). Lessee agrees to cooperate with fellow occupants in making the parking lot as accessible as possible for everyone. Lessee understands that by doing so, Lessee's vehicle(s)/trailer(s) may be subject to vandalism, towing, or be inadvertently plowed-in during winter months. Should Lessee's vehicle(s)/trailer(s) be left outside overnight and subsequently plowed-in during winter months, Lessee agrees that it is his/her responsibility to remove vehicle(s)/trailer(s) and clear area of remaining snow and ice mounds not initially plowed due to presence of vehicle(s)/trailer(s). Should Lessee have the need to occasionally leave a vehicle overnight, Lessee shall do so at his/her own risk of the aforementioned.

16) ALTERATIONS. Lessee shall not create any openings in the roof or any wall. Lessee shall not make alterations or additions to the Leased Premises without the prior written consent of Lessor which will not be unreasonably withheld. Lessee shall, after notice to Lessor and compliance with Point #13 of Rider hereof, make all additions, improvements, alterations, and repairs on the Leased Premises and on and to the equipment thereof, required by any governmental authority or which may be made necessary by the act or neglect of any person, firm or corporation (public or private), upon completion of any work or on behalf of Lessee, Lessee shall provide Lessor with such documents as Lessor may require (including, without limitation, sworn contractor's statements and supporting lien waivers) evidencing payment in full for such work. Lessee understands that changing locks on doors is not permitted. Should Lessee require locks to be changed for any reason it shall be done by Lessor and at the sole expense of Lessee.

LESSEE

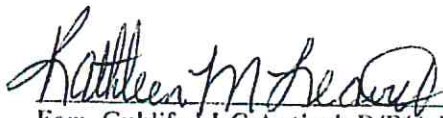
LESSOR

Cuhlif LLC Antioch D/B/A Lucky Bernie's

Colony Investment Partners LLC

P.O. Box 6126

Lindenhurst, Illinois 60046



For: Cuhlif LLC Antioch D/B/A Lucky Bernie's



For: Colony Investment Partners LLC



# COLONY INVESTMENT PARTNERS LLC

## RULES AND REGULATIONS

In consideration of the mutual covenants and agreements set forth under the Building Lease and Rider, Lessee agree to comply with the following:

1. To comply with all provisions of the Rules and Regulations.
2. Lessee shall be prohibited from using any signage other than Building Standard for signage to the front door glass panels only. Requests for large windows must be submitted to Colony Investment Partners LLC for approval. The use of window signage or signage that is erected on the roof, against the front or rear of the building, or on the ground is strictly prohibited. All of Lessee's signage is subject to Lessor's approval prior to installation and shall not be unreasonably withheld. Should the Lessor determine that any vehicle, trailer or similar is being used for signage and not as intended for actual daily business use, said vehicle or trailer shall be subject to towing without notice to vehicle's owner to Lessee.
3. No radio or television or other similar antennas or aerials shall be erected on roof or on the grounds, without in each instance the written consent of the Lessor. Any aerial so installed without Lessor's written consent shall be subject to removal by the Lessor at Lessee's sole cost and expense, without notice at any time.
4. No loud speakers, televisions, phonographs, radios, flashing lights or spotlights, or other devices, including the emitting of fumes shall be used in a manner so as to be heard, seen or smelt without of the Leased Premises without prior written consent of the Lessor.
5. The plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage to the plumbing facilities shall be at the sole expense of the Lessee.
6. Purposely Omitted
7. Pets are not permitted within the Leased Premises and shall be strictly enforced.
8. There shall be no obstruction of the common elements or parking areas, nor shall anything be stored outside the building, in the common elements or parking areas without the prior consent of the Lessor.
9. Lessee shall not pierce, penetrate or attach anything to the roof or exterior walls of the building without the prior written consent of the Lessor. Any penetration of the roof permitted by the Lessor must be done in compliance with any and all requirements of the roofing contractor who at the time is warranting the roof and at the sole cost to the Lessee.
10. Outdoor Storage/Trash Container Standard
  - 10.1 PURPOSE - To provide the best environment for the owners, tenants, employees and their visiting guests. To also maintain the highest level of cleanliness which directly affects the value of the property, and to eliminate the materials that attract vandals and vermin, and which currently prevents the proper cleanup of the drive area either for trash or snow removal.
  - 10.2 STATEMENT OF REGULATION - Outdoor storage of ANY materials or container other than the approved type and quantity of trash containers is prohibited.



## COLONY INVESTMENT PARTNERS LLC RULES AND REGULATIONS

10.3 APPROVED CONTAINERS - The only containers approved and allowed are the portable can on wheels and the rear loading dumpsters 1, 1-1/2, and 2 cubic yards on wheels. Dumpsters without wheels cannot be moved easily and will not be allowed on the premises. Roll-off dumpsters shall not be allowed for regular business use. Roll-off dumpsters shall only be permitted for construction use (upon the written consent of the Lessor) and only while work is in process.

10.4 CONTAINERS ON SITE - Lessor to provide trash removal

10.5 TRASH OVERFLOW - Lessee is required to contain their refuse that they put outside. Lids should be down, covers on, and material otherwise secured. Blowing debris is a major problem. Lessee will be held responsible for blatant and recurring blowing trash problems. If lessee requires more trash storage than the allowed, then it is up to the Lessee to call for an extra/special pickup at Lessee's expense. In either case, the extra materials or container is required to be stored within the unit until the day of pickup.

10.6 WHAT IS NOT ALLOWED FOR OUTDOOR STORAGE - ANY materials or containers. Examples of items not allowed but not limited to are: pallets, drums, wood crates, cardboard boxes, plastic bags, wood, furniture, appliances, etc. Materials dropped into or next to the dumpster by other persons becomes the responsibility of the Lessee. It is one of the hazards of outdoor storage of trash containers.

10.7 NORMAL COMMERCE - Normal daily material and/or product shipments are recognized to be necessary and acceptable. However, all such materials are to be promptly transported indoors and not stored overnight.

10.8 WHAT CONSTITUTES VIOLATION - A complaint may be initiated by any tenant and addressed either verbally or in writing to Colony Investment Partners LLC. Colony Investment Partners LLC shall be sole judge of whether a violation has occurred and action needed to be taken to correct the problem.

10.9 WRITTEN NOTICE - Written notification will be given to the Lessee as to complaint and its remedy. The intent is to offer notice so that the problem can be corrected within the day with no fine levied. Failure to observe the notice of violation and remedy the problem will result in fine.

10.10 FINES - A fine of Fifty dollars (\$50.00) per day for each sited violation be levied on the Lessee, payable to Colony Investment Partners LLC within thirty (30) days from the date of the violation notice date.

10.11 ENFORCEMENT - Violations not corrected by the Lessee will be corrected by the action of Colony Investment Partners LLC authorizing a special pickup at the expense of Lessee.

10.12 BILLING/COLLECTION - Invoices for fines resulting from violations are due and payable within thirty (30) days from the date of the fine invoice. Invoices not paid within sixty (60) days from the date of invoice may be subject to being turned over to a collection agency, by making deductions from security deposits, by placing a lien on the business as it may apply.

## COLONY INVESTMENT PARTNERS LLC

### RULES AND REGULATIONS

11. No vehicles or trailers shall be parked or stored overnight in the common area or parking area without the written consent of Colony Investment Partners LLC. All vehicles or trailers parked in the common area must fit into one standard size parking space, have a current license and registration, and must be deemed movable by Colony Investment Partners LLC. The Lessee shall be responsible for any and all fines levied by Colony Investment Partners LLC assessed against the Lessee or their employees for a violation of this provision. Further more, such vehicles or trailers may be towed at the Lessee expense for failure to comply with this provision, except for the occasional overnight parking of trailers while Lessee is loading same.

11.1 Vehicles/trailers left on premises during snowfalls must be removed without exception by Lessee:

11.2 Vehicles/trailers not removed following a snowfall will be marked for towing, and towed within the specified time, as marked on tow warning notice. Towing fees shall be the full responsibility of the owner of the vehicle/trailer;

11.3 Boats, campers, or other recreational vehicles are expressly prohibited and subject to immediate tow by Colony Investment Partners LLC at the vehicle owner's expense anytime of the year.

#### 12. Environmental Laws and Hazardous Materials

12.1 COMPLIANCE WITH ENVIRONMENTAL LAWS - Lessee, at Lessee's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirement of federal, state, county and municipal authorities pertaining to the Lessee's use of the premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations and ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Lessor or Lessee with respect to the use or occupation of the Premises.

12.2 USE OF HAZARDOUS MATERIALS BY LESSEE - Lessee shall cause or permit any Hazardous material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors, or invites without the prior written consent of Lessor which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises. If Lessee breached the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by the Lessee results in contamination of the Premises by Hazardous Material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting there from, then Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by the Lessee results in any



# COLONY INVESTMENT PARTNERS LLC

## RULES AND REGULATIONS

contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the

Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long term or short term effect on the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

12.3 HAZARDOUS MATERIAL - As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in CERCLA, RCRA and the Hazardous Materials Transportation Act, 49 USC Sections 180, et seq, and in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency, or such substances, materials and wastes that are or become regulated under any applicable or local, state or federal law.

12.4 DISCLOSURE - At the commencement of this Lease, and on January 1 of each year thereafter, including January 1 of the year the termination of this Lease, Lessee shall disclose to Lessor the names and amounts of all Hazardous Materials, or any combination thereof, which were stored, used or disposed of on the Premises, or which Lessee intends to store, use or dispose of on the premises. In the event that such disclosure indicates a threshold reporting quantity, Lessee shall notify the Local Emergency Planning Committee and the material safety data sheets (MSDS) shall be sent to the Lessor and any appropriate governmental body.

12.5 INSPECTION - Lessor and its agents have the right upon reasonable notice and during normal business hours, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right to immediately enter upon the Premises to remedy any contamination caused by Lessee's failure to comply notwithstanding any other provision of this Lease. Lessor shall use reasonable efforts to minimize interference with Lessee's business but shall not be liable for any interference caused thereby.

13. Colony Investment Partners LLC reserves the right to enforce all of the above Rules and Regulations, and any violation may result in fines or reprimand.

14. Compliance with Rules and Regulations.

Colony Investment Partners LLC shall be responsible for providing Lessee with Rules and Regulations as follows:

14. Colony Investment Partners LLC shall provide and have signed by Lessee the most current Rules and Regulations and shall be made a part of all Lease agreements. Colony Investment Partners LLC shall retain a copy of the signed signature page upon acceptance of fully executed Lease agreement:

14.2. As Lease agreements are renewed or extended, it is the Lessor's responsibility to have a copy of the most recent Rules and Regulations signed at the time of extension or renewal;



14.3. Lessee shall be ultimately responsible for assuring that his employees adhere to all Rules and Regulations and shall be responsible for providing their employees with any notices received from Colony Investment Partners LLC at all times;

14.4. Lessee shall be responsible for any fines incurred from any violation of the Rules and Regulations by their employees.

## COLONY INVESTMENT PARTNERS LLC

### RULES AND REGULATIONS

11. No vehicles or trailers shall be parked or stored overnight in the common area or parking area without the written consent of Colony Investment Partners LLC. All vehicles or trailers parked in the common area must fit into one standard size parking space, have a current license and registration, and must be deemed movable by Colony Investment Partners LLC. The Lessee shall be responsible for any and all fines levied by Colony Investment Partners LLC assessed against the Lessee or their employees for a violation of this provision. Further more, such vehicles or trailers may be towed at the Lessee expense for failure to comply with this provision, except for the occasional overnight parking of trailers while Lessee is loading same.

11.1 Vehicles/trailers left on premises during snowfalls must be removed without exception by Lessee:

11.2 Vehicles/trailers not removed following a snowfall will be marked for towing, and towed within the specified time, as marked on tow warning notice. Towing fees shall be the full responsibility of the owner of the vehicle/trailer:

11.3 Boats, campers, or other recreational vehicles are expressly prohibited and subject to immediate tow by Colony Investment Partners LLC at the vehicle owner's expense anytime of the year.

#### 12. Environmental Laws and Hazardous Materials

12.1 COMPLIANCE WITH ENVIRONMENTAL LAWS - Lessee, at Lessee's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirement of federal, state, county and municipal authorities pertaining to the Lessee's use of the premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations and ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Lessor or Lessee with respect to the use or occupation of the Premises.

12.2 USE OF HAZARDOUS MATERIALS BY LESSEE - Lessee shall cause or permit any Hazardous material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors, or invites without the prior written consent of Lessor which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises. If Lessee breached the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by the Lessee results in contamination of the Premises by Hazardous Material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting there from, then Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by the Lessee results in any

## COLONY INVESTMENT PARTNERS LLC RULES AND REGULATIONS

contamination of the Premises. Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the

Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long term or short term effect on the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

12.3 HAZARDOUS MATERIAL - As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in CERCLA, RCRA and the Hazardous Materials Transportation Act, 49 USC Sections 180, et seq. and in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency, or such substances, materials and wastes that are or become regulated under any applicable or local, state or federal law.

12.4 DISCLOSURE - At the commencement of this Lease, and on January 1 of each year thereafter, including January 1 of the year the termination of this Lease, Lessee shall disclose to Lessor the names and amounts of all Hazardous Materials, or any combination thereof, which were stored, used or disposed of on the Premises, or which Lessee intends to store, use or dispose of on the premises. In the event that such disclosure indicates a threshold reporting quantity, Lessee shall notify the Local Emergency Planning Committee and the material safety data sheets (MSDS) shall be sent to the Lessor and any appropriate governmental body.

12.5 INSPECTION - Lessor and its agents have the right upon reasonable notice and during normal business hours, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right to immediately enter upon the Premises to remedy any contamination caused by Lessee's failure to comply notwithstanding any other provision of this Lease. Lessor shall use reasonable efforts to minimize interference with Lessee's business but shall not be liable for any interference caused thereby.

13. Colony Investment Partners LLC reserves the right to enforce all of the above Rules and Regulations, and any violation may result in fines or reprimand.

14. Compliance with Rules and Regulations.

Colony Investment Partners LLC shall be responsible for providing Lessee with Rules and Regulations as follows:

14. Colony Investment Partners LLC shall provide and have signed by Lessee the most current Rules and Regulations and shall be made a part of all Lease agreements. Colony Investment Partners LLC shall retain a copy of the signed signature page upon acceptance of fully executed Lease agreement:

14.2. As Lease agreements are renewed or extended, it is the Lessor's responsibility to have a copy of the most recent Rules and Regulations signed at the time of extension or renewal:



14.3. Lessee shall be ultimately responsible for assuring that his employees adhere to all Rules and Regulations and shall be responsible for providing their employees with any notices received from Colony Investment Partners LLC at all times;

14.4. Lessee shall be responsible for any fines incurred from any violation of the Rules and Regulations by their employees.

15. Use and Occupancy Restrictions

No unlawful, noxious, offensive or illegal (as determined by any governmental agency having jurisdiction over the property) activities shall be carried on in any unit or elsewhere on the common grounds, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of Colony Investment Partners LLC, cause unreasonable noise or disturbance to others. No automobile or vehicle body shops, automobile detailing or motorized vehicle repair shops shall be conducted or permitted in any unit.

CERTIFICATE

I have read the above rules and Regulations of Colony Investment Partners LLC.

SIGNED: Kathleen M. Leavitt Dated: May 1, 2016

Signature of Kathleen Leavitt

FOR: Cuhlife LLC Antioch D/B/A Lucky Bernie's Unit Number(s): 111 & 112

REV.09.01.2002



Exhibit "A"

Guaranty

This Guaranty is annexed to and forms a part of the Lease dated 4/7/2016 by and between Colony Investment Properties LLC having its place of business at 21111 W. Ill 173 Antioch Il 60002 (THE LESSOR), and Cuhlife LLC Antioch D/B/A Lucky Bernie,s (THE LESSEE). The undersigned, in consideration of the leasing of the Premises described in the annexed Lease to the above named Lessee, does hereby covenant and agree as follows:

1. That if Lessee shall default at any time during the initial term granted by said Lease, in the performance of any of the covenants and obligations of said Lease on Lessee's part to be performed, then the undersigned will on demand, well and truly perform the covenants and obligations of said Lease on Lessee's part to be performed and will on demand, pay to Lessor any and all sums due to Lessor, including all damages and expenses that may arise in consequence of Lessee's default.
2. That the undersigned may, at Lessor's option, be joined in any action or proceedings commenced by Lessor against the Lessee in connection with and based upon any of the covenants and obligations in said Lease.
3. Lessor's consent to any assignment or assignments and successive assignments by the Lessee and Lessee's assigns of this lease, made either with or without notice to the undersigned, or a changed or different use of the demised Premises, or Lessor's forbearance, delays, extensions of time or any other reason whether similar or different from the foregoing, shall in no way or manner release the undersigned from liability as guarantor.
4. That the undersigned(s) obligations hereunder shall remain fully binding, although Lessor may have waived one or more defaults by Lessee, extended the time of performance by Lessee, released, returned or misapplied other collateral given later as additional security (including other guarantees) and released Lessor from the performance of its obligations under said Lease.
5. That this Guaranty shall remain in full force and effect notwithstanding the institution by or against Lessee, of bankruptcy, reorganization, readjustment, receivership, or insolvency proceedings of any nature, or the disaffirmance of such lease in any such proceeding or otherwise.
6. That this Guaranty shall be applicable to and binding upon the heirs, representatives, successors and assigns of Lessor, Lessee and Guarantors.
7. This is a Guaranty of actual payment rather than a Guaranty of Collection.
8. Anything herein or in the Lease to the contrary notwithstanding, Guarantor hereby acknowledges and agrees that any security deposit or other credit in favor of the Lessee may be applied to cure any Lessee default or offset any damages incurred by Lessor under the Lease, as Lessor determines in its sole and absolute discretion, and Lessor shall not be obligated to apply any such deposit or credit to any such default or damages before bringing any action or pursuing any remedy available to Lessor against Guarantor. Guarantor further acknowledges that its liability under this Guaranty shall not be affected in any manner by such deposit or credit, or Lessor's application thereof.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty this \_\_\_\_7th\_\_\_\_ day of \_\_\_\_April\_\_\_\_, 2016.

Lessee & Grantor

Kathleen M. Leavitt



S.S. #





# Lucky Bernie's

**BUILD YOUR OWN SANDWICH \$9.50**

**ADD CHIPS & DRINK \$2.00**

**VEGGIE SANDWICH \$7.50**

**CHECK YOUR SELECTIONS**

## BREAD

BAVARIAN PRETZEL BUN ☐ GLUTTEN FREE ☐

CIABATTA SLICED ☐ FRENCH SUB ROLL ☐ RYE ☐

PANINI SOURDOUGH ☐ HOT ☐ COLD ☐

## WRAPS:

PLAIN ☐ SPINACH ☐ LETTUCE ☐ SUN DRIED TOMATO ☐

## MEAT

**EXTRA - \$3.00**

**ADD BACON .75¢**

SMOKEMASTER BEECHWOOD SMOKED™ HAM ☐

BOLD PEPPENERO™ GARLIC HAM ☐

MAPLE GLAZED HONEY COAT® HAM ☐

TOP ROUND BEEF PASTRAMI ☐ SALAMI ☐

LONDON BROIL ROAST BEEF ☐

OVENGOLD® TURKEY ☐ BOLD CAJUN TURKEY ☐

MAPLE GLAZED HONEY COAT® TURKEY ☐

BOLD JERK CHICKEN ☐

BOLD ICHIBAN TERIYAKI™ STYLE CHICKEN ☐

EVERROAST® CHICKEN ☐ PROSCIUTTO ☐

## CHEESE

**EXTRA - \$1.50**

AMERICAN ☐ VERMONT CHEDDAR ☐

BOLD HORSERADISH CHEDDAR ☐

BOLD CHIPOTLE GOUDA ☐

BOLD 3 PEPPER COLBY JACK® ☐ BOLD MARBLE™ ☐

BOLD ITALIAN HERB COATED MOZZARELLA ☐

CREAM HAVARTI ☐ PICANTE PROVOLONE ☐

GOLD LABEL SWITZERLAND SWISS® ☐

SMOKED GOUDA ☐

## DRESSINGS

BALSAMIC GLAZE ☐ DELI DRESSING ☐

MAYONNAISE ☐ DELI STYLE MUSTARD ☐ RANCH ☐

BOLD FIERY CHIPOTLE GOURMAISE® ☐

PUB STYLE HORSERADISH SAUCE ☐

## GREENS & VEGGIES

AVOCADO (ADD 50¢) ☐ LETTUCE ☐ ONION ☐

TOMATO ☐ PICKLE ☐ JALAPENO ☐

BABY SPINACH ☐ BLACK OLIVE ☐

GREEN PEPPER ☐ PEPPERONCINI ☐

Name: \_\_\_\_\_

**MEAT & CHEESE SAMPLER \$13.99 ☐**

(PICK 3 MEATS & 3 CHEESES)

## CHIPS

BBQ ☐ JALAPENO ☐ SEA SALT ☐ REGULAR ☐

SMART POPCORN ☐

FRESHLY SQUEEZED OJ 12 oz \$4.00 ☐ 20 oz \$6.50 ☐

**SOFT DRINKS 20 oz \$2.00**

PEPSI ☐ DIET PEPSI ☐ DR. PEPPER ☐

LEMONADE ☐ SIERRA MIST ☐ ROOTBEER ☐

MOUNTAIN DEW ☐ RASPBERRY ICE TEA ☐

TEA (SWEETENED OR UNSWEETENED) ☐

VOSS WATER ☐ COFFEE \$1.50 (12 oz.) ☐



**HOTDOGS (PICK YOUR TOPPINGS) \$3.25 ☐**

**CHILI CHEESE DOG \$4.00 ☐**

**GRILLED CHEESE \$6.00 ☐**

## HOUSE SALAD

**PICK YOUR VEGGIES & DRESSING;**

RANCH ☐ BALSAMIC ☐ HONEY MUSTARD ☐

**\$4.00**

## ODDS & ENDS

**BEEF JERKY \$4.00 ☐**

**HUMMUS AND PRETZELS \$2.00 ☐**



**CARRYOUTS  
& CATERING  
815-581-3217**

Proudly Featuring

**Boar's Head**  
PREMIUM DELI MEATS & CHEESES

**2450 NORTH US ROUTE 12  
SPRING GROVE, IL 60081**



## **DREAM FACTORY DESSERTS**

**DOUBLE CHOCO CUPCAKE**  
**\$3.25**

**RED VELVET CUPCAKE**  
**\$3.25**

**TUXEDO MOUSSE CHEESECAKE**  
**\$5.50**

**WHITE CHOC. RASPBERRY CHEESECAKE**  
**\$5.50**

**BLACK & WHITE COOKIES**  
**\$2.50**



## BEER LIST

ANGRY ORCHARD	4.50
COORS LITE	3.75
CORONA	4.50
CRYSTAL LAKE BREWERY	5.00
CRYSTAL LAKE BREWERY WAKE MAKER SESSION	6.99
DOG FISH HEAD 60 MINUTE	6.50
DOG FISH HEAD NAMASTE	6.50
HOEGAARDEN	4.50
LAKE FRONT BREWERY IPA	5.00
MAGIC HAT #9	5.00
MGD	3.75
MIKES LEMONADE	4.50
MIKES BLACK CHERRY LEMONADE	4.50
MILLER LITE	3.75
NEW BELGIUM FAT TIRE	4.50
NEW BELGIUM RANGER IPA	4.50
NEW HOLLAND POET	5.00
NEW HOLLAND DRAGON'S MILK 22oz.	12.00
REVOLUTION EUGENE PORTER	5.50
REVOLUTION A LITTLE CRAZY	5.50
REVOLUTION ANTI HERO	5.50
REVOLUTION BOTTOM UP WIT	5.50
REVOLUTION CRYSTAL HERO	7.00
REVOLUTION FIST CITY	5.50
REVOLUTION PILS	5.50
STELLA ARTOIS	4.50
WILD ONION MISFIT	5.00
WILD ONION PADDY ALE	5.00