Docusign Envelope ID: 2E5F1839-0AC7-87B1-82E2-AB6E0A78BC6A

FY 2025

ANNUAL TAX INCREMENT FINANCE REPORT

SUSANA A. MENDOZA
ILLINOIS STATE COMPTROLLER

Name of Municipality:	**Village of Rosemont**	Reporting Fiscal Year:	**2025**
County:	Cook	Fiscal Year End:	**12/31/2025**
Unit Code:	**016/505/32**		

FY 2025 TIF Administrator Contact Information-Required

First Name:	**Lynn**	Last Name:	**Jarog**		
Address:	9501 Technology Blvd, Suite 4000	Title:	CFO		
Telephone:	847-825-4404	City:	Rosemont	Zip:	60018
E-mail	**jarogl@villageofrosemont.org**				

I attest to the best of my knowledge, that this FY 2025 report of the redevelopment project area(s)

in the **City/Village** of: **Rosemont**

is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Signed by:
07B096B2E509478...

Written signature of TIF Administrator

6/29/2026
Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTICT

Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
Village of Rosemont TIF 4 South River Road	1/29/1999	NA

*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Primary Use of Redevelopment Project Area*:	Combination

***Types include:** Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

If "Combination/Mixed" List Component Types:	Comm. Retail/Hotel
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	**X**
Industrial Jobs Recovery Law	

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] **If yes, please enclose the amendment (Labeled Attachment A).** For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] **If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (Labeled Attachment A).**	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] **Please enclose the CEO Certification (Labeled Attachment B).**		**X**
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] **Please enclose the Legal Counsel Opinion (Labeled Attachment C).**		**X**
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] **If yes, please enclose the Activities Statement (Labled Attachment D).**		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] **If yes, please enclose the Agreement(s) (Labeled Attachment E).**		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] **If yes, please enclose the Additional Information (Labeled Attachment F)**.	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] **If yes, please enclose the contract(s) or description of the contract(s) (Labeled Attachment G).**	X	
Were there any reports ***submitted to*** the municipality ***by*** the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] **If yes, please enclose the Joint Review Board Report (Labeled Attachment H).**	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] **If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (Labeled Attachment J).**	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality, setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] **If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter MUST be attached (Labeled Attachment J).**	X	
Has a cumulative of $100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) **If yes, please enclose audited financial statements of the special tax allocation fund (Labeled Attachment K).**		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than $100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] **If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (Labeled Attachment L).**		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] **If yes, please enclose the list only, not actual agreements (Labeled Attachment M).**	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. **If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (Labeled Attachment N).**	X	
Letter from the Mayor/Village President designating the municipality's TIF Administrator. **Must include the phone number and email address of the designated party (Labeled Attachment O.)**	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period	$ 2,673,724

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	$ 17,609,305	$ 168,368,441	47%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	$ 41,258	$ 358,354	0%
Land/Building Sale Proceeds			0%
Bond Proceeds		$ 171,865,000	48%
Transfers from Municipal Sources		$ 20,497,347	6%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund	$ 17,650,563		
Cumulative Total Revenues/Cash Receipts		$ 361,089,142	100%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	$ 14,906,122		
Transfers to Municipal Sources			
Distribution of Surplus			
Total Expenditures/Disbursements	$ 14,906,122		
Net/Income/Cash Receipts Over/(Under) Cash Disbursements	$ 2,744,441		
Previous Year Adjustment (Explain Below)			
FUND BALANCE, END OF REPORTING PERIOD*	$ 5,418,165		

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	**Amounts**	**Reporting Fiscal Year**
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Engineering	$ 15,650	
Auditing	$ 6,838	
Legal and other professional services	$ 1,085,663	
		$ 1,108,151
2. Annual administrative cost.		
		$ -
3. Cost of marketing sites.		
		$ -
4. Property assembly cost and site preparation costs.		
Construction	$ 8,764,732	
Easement	$ 17,740	
		$ 8,782,472
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		$ -
6. Costs of the constructuion of public works or improvements.		
Utilities	$ 41,882	
		$ 41,882

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		$ -
8. Cost of job training and retraining projects.		
		$ -
9. Financing costs.		
Bond Interest	$ 3,883,616	
Bond Principal	$ 1,090,000	
		$ 4,973,616
10. Capital costs.		
		$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		$ -

13. Relocation costs.		
		$ -
14. Payments in lieu of taxes.		
		$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		$ -
17. Cost of day care services.		
		$ -
18. Other.		
		$ -

TOTAL ITEMIZED EXPENDITURES		**$ 14,906,122**

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

List all vendors, including other municipal funds, that were paid in excess of $10,000 during the current reporting year.

Name	Service	Amount
CHRISTOPHER B BURKE ENGINEERING LTD	Professional Services Engineering	$ 15,650.00
KRAMER TREE SPECIALISTS INC	Professional Services All Other Professional Services	$ 175,676.00
RYAN & RYAN	Professional Services Legal	$ 49,200.00
WISCONSIN CENTRAL LTD	Rent Expense Easement	$ 17,740.00
NATIONAL RESTORATION SYSTEMS	Construction	$ 998,490.00
PACE SUBURBAN BUS	Professional Services All Other Professional Services	$ 646,929.00
DAKTRONICS INC	Construction	$ 454,504.48
AMANO MCGANN INC	Construction	$ 1,142,136.23
ASCHER BROTHERS CO INC	Professional Services All Other Professional Services	$ 84,900.00
DONAHUE & ROSE PC	Professional Services Legal	$ 6,102.59
DYNEGY ENERGY SERVICES	Utilities Electric	$ 41,882.02
RYAN LLC	Professional Services All Other Professional Services	$ 3,407.50
GRAVITY ARCHITECTURE & DESIGN LLC	Construction	$ 54,821.75
SEGOVIA PARTNERS ILLINOIS	Professional Services All Other Professional Services	$ 59,724.00
JLJ CONTRACTING INC	Construction	$ 114,780.00
GOLDSTREET PARTNERS LLC	Professional Services All Other Professional Services	$ 59,724.00
Zions Bank	DEBT SERVICE PRINCIPAL	$ 1,090,000.00
Zions Bank	DEBT SERVICE - INTEREST	$ 3,430,734.00
Amalgamated Bank of Chicago	DEBT SERVICE - INTEREST	$ 546,000.00

SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FUND BALANCE BY SOURCE	$ 5,418,165

1. Description of Debt Obligations	**Amount of Original Issuance**	**Amount Designated**
General Obligation Bonds Series 2010A	$ 12,075,000	$ 9,100,000
General Obligation Bond Series 2010C	$ 32,635,000	$ 13,795,000
General Obligation Bonds Series 2011B	$ 24,795,000	$ 8,230,000
General Obligation Bonds Series 2012A	$ 59,390,000	$ 45,530,000
General Obligation Bonds Series 2017	$ 22,345,000	$ 17,270,000
Total Amount Designated for Obligations	$ 151,240,000	$ 93,925,000

2. Description of Project Costs to be Paid	**Amount of Original Issuance**	**Amount Designated**
Total Amount Designated for Project Costs		$ -

TOTAL AMOUNT DESIGNATED	$ 93,925,000
SURPLUS/(DEFICIT)	$ (88,506,835)

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.

Property (1):	
Street address:	5490 N Park Place, Rosemont, IL
Approximate size or description of property:	
Purchase price:	6,000,000.00
Seller of property:	OB Park, LLC

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. **NO** projects were undertaken by the Municipality Within the Redevelopment Project Area.	

2. The municipality **DID** undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of **ALL** activities undertaken in furtherance of the objectives of the redevelopment plan:	4
2b. The **NUMBER** of new projects undertaken in fiscal year 2022 or any fiscal year thereafter, within the Redevelopment Project Area.	0

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	**11/1/99 to Date**	**Estimated Investment for Subsequent Fiscal Year**	**Total Estimated to Complete Project**
Private Investment Undertaken (See Instructions)	$ 370,000,000	$ -	$ -
Public Investment Undertaken	$ 111,700,000	$ -	$ -
Ratio of Private/Public Investment	3 5/16		0

Project 1 Name: Lowes Hotel

Private Investment Undertaken (See Instructions)	$ 120,000,000		
Public Investment Undertaken	$ 5,700,000		
Ratio of Private/Public Investment	21 1/19		0

Project 2 Name: Chiago Fashion Mall and Parking

Private Investment Undertaken (See Instructions)	$ 250,000,000		
Public Investment Undertaken	$ 36,000,000		
Ratio of Private/Public Investment	6 17/18		0

Project 3 Name: Entertainment Restaurant District

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	$ 56,000,000		
Ratio of Private/Public Investment	0		0

Project 4 Name: Sports Dome Ball Park

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	$ 14,000,000		
Ratio of Private/Public Investment	0		0

Project 5 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois. SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Provide a general description of the redevelopment project area using only major boundaries.

Optional Documents	**Enclosed**
Legal description of redevelopment project area	
Map of District	

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2025

Name of Redevelopment Project Area:

Village of Rosemont TIF 4 South River Road

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EAV	Reporting Fiscal Year EAV
1999	$ 40,120,590	TY2024 $203,218,071

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

X	**Indicate an 'X' if the overlapping taxing districts did not receive a surplus.**

Overlapping Taxing District	Surplus Distributed from redevelopment
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

Docusign Envelope ID: A2DA2F80-DB33-802C-83A0-F26D6F7007B5

Attachment B. Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the reporting fiscal year

Re: Village of Rosemont TIF No. 4

I, Bradley A. Stephens, the Chief Executive Officer of the Village of Rosemont, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the Village complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning January 1, 2025 and ending December 31, 2025.

Signed by:
F95A676C0B6D46B...

6/26/2026
DATE

Attachment C

RE: Attorney Review TIF Compliance TIF No. 4

To Whom it May Concern:

This will confirm that I am the Village Attorney for the Village of Rosemont, Illinois. I have reviewed all information provided to me by the Village, staff and consultants, and I find that the Village of Rosemont has conformed to all applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder for the fiscal year beginning January 1, 2025 and ending December 31, 2025 to the best of my knowledge and belief.

Sincerely,

Terrence D. McCabe
Ryan & Ryan Law, LLC, Special Attorneys

Attachment D. Statement setting forth all activities undertaken in furtherance of the objectives of the Redevelopment Plan, including:

A. Any project implemented during the reporting fiscal year; and

B. A description of the redevelopment activities undertaken.

The Village continued to monitor existing agreements and projects as well as existing obligations for the subject TIF Area.

The Village entered into a Lease for a portion of the subject TIF Area to lease Village-owned property to a new restaurant tenant within the Village-owned Parkway Bank Park Entertainment District.

The Village entered into a Parking Agreement for a portion of the subject TIF Area to provide parking for leased Village-owned property within the Village-owned Parkway Bank Park Entertainment District

Attachment E. Description of Agreements Regarding Property Disposition or Redevelopment

The Village entered into a Lease for a portion of the subject TIF Area to lease Village-owned property for re-purposing to a restaurant use within the Village-owned Parkway Bank Park Entertainment District. (Attachment E1)

The Village entered into a Parking Agreement for a portion of the subject TIF Area to provide parking for leased Village-owned property within the Village-owned Parkway Bank Park Entertainment District. (AttachmentE2)

LEASE

BY AND BETWEEN

CHUBBY CATTLE ROSEMONT, LLC d/b/a Chubby Cattle,
an Illinois limited liability company

TENANT

AND

VILLAGE OF ROSEMONT,
an Illinois municipal corporation

LANDLORD

LEASE

THIS LEASE AGREEMENT (hereinafter referred to as the "**Lease**") is made this 18th day of December, 2025 by and between the parties named in ***ARTICLE 1***, which parties, in consideration of the mutual covenants herein set forth, do hereby agree as herein specified.

ARTICLE 1
PARTIES

1.1 Landlord:

VILLAGE OF ROSEMONT, an Illinois municipal corporation

herein called "**Landlord**"
whose address is:

9501 Technology Boulevard, Suite 4000
Rosemont, Illinois 60018

1.2 Tenant:

CHUBBY CATTLE ROSEMONT, LLC d/b/a Chubby Cattle, an Illinois limited liability company or its authorized assignee

herein called "**Tenant**"
whose address is:

2400 S Wentworth Ave
Chicago, IL 60616

1.2 Guarantor:

Kenny Yang, individually

ARTICLE 2
BASIC LEASE PROVISIONS AND DEFINITIONS

The following are presented for the convenience of the parties and included as a summary of the basic terms of this Lease. Each reference in this Lease to one of the following provisions shall be construed to incorporate all of the terms provided for under such provisions:

2.1 ***Effective Date.*** That date upon which the Lease is fully executed.

2.2 ***Rent Commencement Date***. The earlier to occur of the following dates: (i) the date Tenant first opens for business operations in the Premises and (ii) thirty (30) days after delivery of the Premises with all tenant improvements substantially completed.

2.3 ***Land. (ARTICLE 3).*** That land within the Property Boundaries (the "**Land**") identified on the Parkway Bank Park site plan attached as **Exhibit A** representing the parcel of land within and upon which the Premises is located.

2.4 ***Premises. (ARTICLE 3).*** The first floor of the building (the "**Building**"), previously constructed on the Land with an address of 5490 Park Place, Rosemont, IL 60018 located in the Parkway Bank Park at Rosemont ("**The Park**"), it being understood

that the Building and the patio area south of and adjacent to the Building shall be hereinafter collectively referred to as the "**Premises**" identified on the Premises site plan attached as **Exhibit B**. The approximate 9,480 useable and rentable square feet of first floor area of the Premises shall be used in calculating Minimum Rent, CAM and Promotional Fees.

2.5 ***Initial Term. (ARTICLE 4).*** Ten (10) Lease Years from the Rent Commencement Date.

2.6 ***Renewal Term. (ARTICLE 4).*** Two (2) options. Each option shall be for a term of five (5) years each. Minimum Rent for each option period shall increase from by 10% from previous period's Minimum Rent.

2.7 ***Minimum Rent. (ARTICLE 6).***

Years: 1-5 $40.00 per square foot or$379,200 per annum

Years: 6-10 $44.00 per square foot or $417,120 per annum

Option 1: $48.40 per square foot or $458,832 per annum

Option 2: $53.24 per square foot or $504,715 per annum

Minimum Rent shall be payable in equal monthly installments in advance upon the first (1st) day of each and every month commencing as of the earlier to occur of the following dates: (i) the date Tenant first opens for business operations in the Premises and (ii) thirty (30) days after delivery of the Premises with all tenant improvements completed.

2.8 ***Percentage Rent. (ARTICLE 6).*** Percentage Rent shall be calculated at five (5%) percent (the "**Percentage Rent**") over an unnatural breakpoint of $10,000,000.00 (the "**Percentage Rent Breakpoint**") on the annual gross sales, concessions, retail and all other revenues (hereinafter for purposes of calculating Percentage Rent collectively referred to as "**Gross Sales**") in excess of the Percentage Rent Breakpoint. Percentage Rent shall be payable annually on or before January 31 of the year following a partial or full reporting year period. The Percentage Rent Breakpoint shall not change during the Initial Term or any Renewal Term.

2.9 ***Additional Rent. (ARTICLE 6).*** All charges or monies, other than Minimum Rent, due and payable by Tenant in accordance with the Lease, including but not limited to Percentage Rent, real estate, leasehold and/or any other tax charges, utilities not metered or directly charged to Tenant, CAM Charges and the like.

2.10 ***Tenant Allowance. (ARTICLE 7).*** Landlord shall provide Tenant with a Tenant Allowance of $3,000,000.00 to be used exclusively for the construction of the restaurant (including kitchen equipment and imported furniture and fixtures) (the "**Tenant Allowance**"). Within five (5) days of the execution of the Lease, Tenant shall deposit $100,000.00 into an escrow account to be used exclusively for the Tenant Improvements and Tenant shall deposit an additional $900,000.00 into the escrow account as Tenant's additional contribution to be used exclusively for the Tenant Improvements upon issuance of a Building Permit for the Tenant

Improvements (the $100,000.00 and $900,000.00 collectively being the "**Tenant Contribution**"). Landlord shall be responsible for the completion of all Tenant Improvements. Landlord, in its sole and absolute discretion, shall select the general contractor for the Tenant Improvements and shall have the right to apply the Tenant Allowance and the Tenant Contribution to pay for the Tenant Improvements, including but not limited to, placing and paying all purchase orders related to Tenant Improvements.

2.11 ***Premises Design. (ARTICLE 7).*** Landlord, in its sole and absolute discretion, shall select the architect and shall pay for the completion of the Tenant Improvement plans in addition to the Tenant Allowance.

2.12 ***Tenant Improvement Loan. (ARTICLE 7).*** In the event the Tenant Improvements exceed the Tenant Allowance and the Tenant Contribution, Landlord shall provide Tenant a Tenant Improvement Loan in an amount not to exceed $500,000.00 (the "**Tenant Improvement Loan**"). The Tenant Improvement Loan shall be payable at the interest rate of six percent (6%) per annum (the "**Interest**") calculated on a strait amortization and payable over thirty-six (36) months. The Tenant Improvement Loan shall be made to the Tenant and contemporaneous with the said loan Tenant shall cause to be delivered (i) a promissory note from the Guarantor to the Landlord (the "**Note**" in the form attached hereto and made a part hereof as **Exhibit D**) and (ii) a Guaranty from Kenny Yang (the "**Guaranty**" in the form attached hereto and made a part hereof as **Exhibit E**).

2.13 ***Tax Charge. (ARTICLE 10).*** Tenant shall pay actual real estate taxes, leasehold taxes or any other taxes levied and assessed against the Premises and related to Tenant's use and occupancy of the Premises and Tenant's proportionate share of such taxes on the Land within and upon which the Premises is located and sales related to Tenant's business operations at the Premises during the Term when due and in all events before such taxes become delinquent.

2.14 ***CAM Charges. (ARTICLE 15).*** The Village has instituted a common area maintenance ("**CAM**") charge for the Village's Parking Facility (as defined in the Parking Agreement) including but not limited to the cost of the Village's electronic parking validation system for the Parking Facility, landscaping, street maintenance and reconstruction and snow removal within the Parkway Bank Park at Rosemont (including the Four Seasons Plaza located therein) ("**The Park**"). Tenant's share of CAM Costs for the first Lease Year shall be Five and 00/100 Dollars ($5.00) per square foot calculated on the approximate 9,480 square feet of first floor area of the Premises (the "**CAM Charge**"). Tenant's CAM Charge shall automatically increase three percent (3%) per Lease Year. For purposes of clarification, although the CAM Charge is imposed by both this Lease and the Parking Agreement, only one CAM Charge shall be imposed upon the Tenant and the Premises.

2.15 ***Utilities. (ARTICLE 16).*** All electricity, gas, water, sewer, telephone satellite and internet utility charges paid by Tenant based on usage to be metered and charged directly to Tenant.

2.16 ***Permitted Use. (ARTICLE 9).*** The Premises shall only be occupied and used for the operation of a Chubby Cattle sit-down restaurant, with the sale of food and alcoholic beverages for on premise consumption and the sale of retail and incidental items as are reasonably related to Tenant's business and for no other purposes without the express written consent of the Landlord. There are no covenants, conditions or restrictions, recorded or otherwise, which will adversely affect Tenant's permitted use of the Premises except for those exclusive uses granted by the Village to other tenants in the Park (including a Brazilian steakhouse style venue). All food for off-premises consumption shall be packaged in sealed containers for "take-home" and/or "off-premises" consumption. No sale or distribution of popcorn or "theater packaged candy" (of the type typically found in movie theater concession stands) shall be permitted on the Premises. Notwithstanding the foregoing, the Premises may serve popcorn, provided same is incidental to its business operations and the popcorn is served in open, returnable containers and is for in-house consumption at no charge.

2.17 ***Promotion Fund. (ARTICLE 10).*** The Village has instituted a Promotion Fund for marketing The Park and Tenant's contribution to the Promotion Fund for the first Lease Year shall be Two Dollars ($2.00) per square foot calculated on the approximate 9,480 square feet of first floor area of the Premises (the "**Promotional Fee**")and shall automatically increase by three percent (3%) per Lease Year. For purposes of clarification, although the Promotional Fee is imposed by both this Lease and the Parking Agreement, only one Promotional Fee shall be imposed upon the Tenant and the Premises.

2.18 ***Floor Area.*** The floor area within the Premises for purposes of this Lease and for calculating CAM and Promotional Fee charges shall be the actual square footage of the Premises of approximately 9,480 square feet.

2.19 ***Lease Year. (ARTICLE 4).*** A successive period of twelve (12) calendar months, other than the First Lease Year which shall include in addition to a successive period of Twelve (12) months, that period of time elapsing from the Rent Commencement Date to the end of the calendar month in which the Rent Commencement Date shall occur.

2.20 ***The Village or Landlord.*** The Village of Rosemont, Illinois.

2.21 ***Exhibits.*** The following exhibits are attached to and are a part of this Lease:

Exhibit A	Parkway Bank Park Site Plan
Exhibit B	Premises Site Plan
Exhibit C	Parking Agreement
Exhibit D	Note
Exhibit E	Guaranty

Execution of this Lease by Tenant shall constitute Tenant's receipt and acceptance of the attached **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D** and **Exhibit E** and Tenant's agreement that the Exhibits are to be made part of this Lease.

ARTICLE 3
DEMISE

3.1 Landlord hereby leases to Tenant, and the Tenant hereby rents from the Landlord, the Premises as shown on **Exhibit B**.

3.2 The Village reserves the right to install, maintain, use, repair and replace utility lines, walkways, sidewalks, pipes, culverts, storm drains, roadways, parking areas, ducts, conduits and wires and the like, over, under, upon or through the Premises, for servicing the Premises, common areas, and/or The Park at the Village's expense, provided that the Village shall exercise such reserved rights in a manner that does not interfere with Tenant's use and occupancy of the Premises.

3.3 The purposes of **Exhibit A** are to show the approximate location of the Premises, the Village's Parking Facility and The Park, generally, and subject to prior written notice, the Village reserves the right to relocate various other buildings, parking areas, and other common areas that may be shown thereon, provided that there shall be caused thereby no unreasonable interference with Tenant's permitted use, visibility or access.

ARTICLE 4
TERM

To have and to hold the Premises for the Term effective from the Premises Delivery Date and terminating upon the expiration of the Initial Term or any Renewal Term, unless otherwise extended or terminated by written agreement between the Landlord and Tenant. The initial term of the Lease shall be for ten (10) Lease Years from the Rent Commencement Date. Tenant shall have the right to exercise two (2) renewal options which shall be exercised in writing no later than 360 days prior to the expiration of the then current term. Each option shall be for a term of five (5) years each. The first (1st) Lease Year shall be for a period of twelve (12) consecutive calendar months from the Rent Commencement Date, except that if such Rent Commencement Date shall be other than the first day of a calendar month, the first (1st) Lease Year shall be the period from such Rent Commencement Date to the end of the calendar month in which it shall occur, plus the following twelve (12) calendar months. Each Lease Year after the first Lease Year shall be a successive period of twelve (12) calendar months. Tenant agrees to use best efforts to obtain a Building Permit and Landlord shall have the right to procure a Building Permit on Tenant's behalf.

ARTICLE 5
PERMIT CONTINGENCY

Landlord shall have the right, in its sole and absolute discretion, to terminate this Lease after the date sixty (60) days following the Effective Date in the event Tenant has not properly applied for all necessary permits, including a Special Use Permit, necessary for the use of the Premises for the Permitted Use,.

ARTICLE 6
MINIMUM RENT; PERCENTAGE RENT; ADDITIONAL RENT

6.1 Beginning upon the Rent Commencement Date, Tenant covenants and agrees to pay the following Minimum Rent:

Years: 1-5	$40.00 per square foot or$379,200 per annum
Years: 6-10	$44.00 per square foot or $417,120 per annum
Option 1:	$48.40 per square foot or $458,832 per annum
Option 2:	$53.24 per square foot or $504,715 per annum

In addition to payment of Minimum Rent, Tenant covenants and agrees to pay Additional Rent without prior written demand and without recoupment or set-off to Landlord at Village of Rosemont, 9501 Technology Boulevard, Suite 4000, Rosemont, Illinois 60018 or at such place as Landlord shall designate in writing. Tenant shall pay to Landlord the Minimum Rent on or before the first (1st) day of each calendar month during the Term of this Lease and any extension or renewal of the Term. If the Rent Commencement Date shall fall upon a day other than the first (1st) day of a calendar month, Tenant's first payment of Minimum Rent shall also include rent for the fractional portion of the month between the Rent Commencement Date and the first (1st) day of the first (1st) full calendar month in the Term, on a per diem basis (calculated on a thirty (30) day month). When applicable, Tenant shall also pay with all rent (whether Minimum Rent or Additional Rent) and payments due under this Lease an amount equal to all sales, use, excise, entertainment and other taxes now or hereafter imposed by any lawful authority on all amounts due and required under this Lease, where Landlord is the so-called collection agent for such taxes. It is understood and agreed that Tenant shall have no right to deduct any amounts which are owed by Landlord to Tenant or which Tenant claims are owed by Landlord to Tenant from the Minimum Rent or Additional Rent which is payable from Tenant to the Landlord under this Lease.

6.2 Beginning upon the Rent Commencement Date, Tenant covenants and agrees to pay Percentage Rent without prior written demand and without recoupment or set-off to Landlord. Percentage Rent shall be calculated at five (5%) percent (the "**Percentage Rent**") over an unnatural breakpoint of $10,000,000.00 (the "**Percentage Rent Breakpoint**") on the annual gross sales, concessions, retail and all other revenues (hereinafter for purposes of calculating Percentage Rent collectively referred to as "**Gross Sales**") in excess of the Percentage Rent Breakpoint. Percentage Rent shall be payable annually on or before January 31 of the year following a partial or full reporting year period. The Percentage Rent Breakpoint shall not change during the Initial Term or any Renewal Term.

6.3 If Tenant shall fail to pay any installment of Minimum Rent, or any item of Additional Rent, within ten (10) business days after the date the same become due and payable, then Tenant shall also pay the Landlord a late payment service charge ("**Late Charge**") in the amount of Fifty Dollars ($50.00) per day following the tenth (10th) business day that any charges are due Landlord. The Late Charge shall not be construed to represent interest, but is intended to reimburse Landlord for its

overhead and expense so incurred and shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated.

6.4 Tenant shall pay to Landlord, without demand, and except as expressly provided by law or as otherwise provided herein, without deductions, set-offs or counterclaims, diminutions, abatements or rebates of whatever kind, nature and description, Minimum Rent and Additional Rent and any other charges when and as the same shall be due and payable hereunder. The parties intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in United States funds, at the address for notices to Landlord, or to such other address or in such other manner as Landlord shall specify from time to time by written notice to Tenant. If any monthly Minimum Rent is for a period which is shorter than one month, the rental for the fractional month shall be prorated on a per diem basis. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same per diem basis. At Landlord's election, Tenant will make all payments via electronic funds transfer.

ARTICLE 7
PREPARATION OF PREMISES

7.1 Landlord shall construct all Tenant Improvements which shall include, but not be limited to, the build-out of the Premises.

7.2 Landlord's interior work at the Premises shall include but not be limited to complying with plans approved in advance by Tenant in its reasonable discretion not to be unreasonably conditioned, withheld or delayed and that all plans shall be in compliance with all then applicable building codes and ordinances. Landlord shall submit its concept plans for the Tenant's Improvements (the "**Tenant Improvement Plans**") and Tenant shall comment or approve Landlord's proposed plans within 14 days after receipt of said proposed plans from Landlord. Landlord's work and all other work, alterations and improvements shall be substantially completed in a good and workmanlike manner, in accordance with applicable laws and building codes, and in accordance with all other terms, conditions and provisions hereof.

7.3 Landlord and Tenant agree to cooperate with each other and work diligently and expeditiously in approving the Tenant Improvement Plans after submission thereof. No material deviations from the final plans and specifications, once approved by Tenant in its reasonable discretion, shall be permitted without Tenant's written consent which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant's approval of Tenant Improvement Plans and specifications for the Tenant Improvements shall not constitute the assumption of any responsibility by Landlord for their accuracy, sufficiency or compliance with sound architectural or engineering practices or compliance with any laws, rules, orders, regulations, codes, ordinances, requirements or other legal requirements (as hereinafter defined). All

work performed by Landlord shall comply with such reasonable rules and regulations and comply with sound architectural or engineering practices and comply with any laws, rules, orders, regulations, codes, ordinances, requirements or other legal requirements.

7.4 Landlord shall provide Tenant with a Tenant Allowance of $3,000,000.00 (the "**Tenant Allowance**") to be used exclusively for the construction of the restaurant (including kitchen equipment and imported furniture, fixtures and equipment (the "**FF&E**")). Within five (5) days of the execution of the Lease, Tenant shall deposit $100,000.00 into an escrow account to be used exclusively for the Tenant Improvements and Tenant shall deposit an additional $900,000.00 into the escrow account as Tenant's additional contribution to be used exclusively for the Tenant Improvements upon issuance of a Building Permit for the Tenant Improvements (the $100,000.00 and $900,000.00 collectively being the "**Tenant Contribution**"). Landlord shall be responsible for the completion of all Tenant Improvements. Landlord, in its sole and absolute discretion, shall select the general contractor for the Tenant Improvements and shall have the right to apply the Tenant Allowance and the Tenant Contribution to pay for the Tenant Improvements, including but not limited to, placing and paying all purchase orders related to Tenant Improvements.

7.5 In the event the Tenant Improvements exceed the Tenant Allowance and the Tenant Contribution, Landlord shall provide Tenant a Tenant Improvement Loan in an amount not to exceed $500,000.00 (the "**Tenant Improvement Loan**"). The Tenant Improvement Loan shall be payable at the interest rate of six percent (6%) per annum (the "**Interest**") calculated on a strait amortization and payable in full at the end of thirty-six (36) months. The Tenant Improvement Loan shall be made to the Tenant and contemporaneous with the said loan Tenant shall cause to be delivered (i) a promissory note from the Guarantor to the Landlord (the "**Note**" in the form attached hereto and made a part hereof as **Exhibit D**) and (ii) a Guaranty from Kenny Yang (the "**Guaranty**" in the form attached hereto and made a part hereof as **Exhibit E**).

7.6 Landlord, in its sole and absolute discretion, shall select the architect and shall be responsible for the completion of the Tenant Improvement plans in addition to the Tenant Allowance.

7.7 Tenant shall be responsible for and pay the cost of everything else other than for the kitchen equipment and FF&E in Section 7.4 above including but not limited to, point of sale system, interior décor/finishings other than FF&E that are not millwork or built (marked or noted as such on previous Premises plans by the Landlord), telephone system, sound, light, video, and television systems, if any, and printers in the kitchen.

ARTICLE 8
REAL ESTATE AND LEASEHOLD TAXES; SALES TAXES

8.1 The Landlord shall be responsible for actual real estate taxes, leasehold taxes or any other taxes assessed against the Premises or any other taxes levied related to the Premises assessed and due and owing up to the Rent Commencement Date. Beginning as of the Rent Commencement Date during the Term, Tenant shall be billed directly for any leasehold taxes and shall be responsible for and pay actual

real estate taxes, leasehold taxes or any other taxes assessed against the Premises or any other taxes levied related to the Tenant's business, occupancy and use of the Premises during the Term and in all events before such taxes become delinquent (the "**Tenant Tax Obligations**"). Tenant shall provide Landlord with timely paid receipts for any taxes assessed against the Premises and any other taxes, including but not limited to sales tax related to the Tenant's business and occupancy of the Premises during the Term. Tenant's obligation to pay to the Tenant Tax Obligations shall survive the expiration of the Lease at the end of the Term or the earlier termination of this Lease. The Tenant Tax Obligations shall be made part of and secured by the Guaranty.

8.2 Notwithstanding the foregoing, until such time as there is a separate leasehold tax bill for the Premises and beginning as of the Rent Commencement Date, Tenant shall pay Landlord the amount of $104,280.00 (9,480 square feet of Premises times estimated leasehold tax of $11 per square foot) ("**Estimate Annual Leasehold Tax**") payable in equal monthly installments of $8,690.00 in advance so as to provide sufficient funds for the timely payment of each year's Leasehold Taxes related to Tenant's use and occupancy of the Premises. Said amount shall be maintained in a reserve escrow account ("Tax Escrow") to be held by Landlord. Beginning as of the Rent Commencement Date and continuing monthly thereafter, Tenant shall pay in equal monthly installments in advance upon the first (1st) day of each and every month the amount of Estimated Annual Leasehold Tax divided by 12 months for Leasehold Taxes. If the amount so paid and collected shall prove to be insufficient to pay Leasehold Taxes for a given tax year Landlord shall notify Tenant and Tenant shall pay to Landlord within ten (10) days after demand the amount necessary to make up the shortfall. If there is a surplus in the Tax Escrow after payment of Leasehold Taxes for a given tax year, Landlord shall account to and pay over to Tenant the excess funds. All such payments shall be carried in an interest-free reserve account with Landlord. All amounts in the Tax Escrow are hereby pledged to the payment of Leasehold Taxes and Landlord is hereby authorized to withdraw and apply such amounts from the Tax Escrow to the payment of Tenant's Leasehold Taxes. Landlord shall provide Tenant with timely paid receipts for Leasehold Taxes due on the Premises and paid by Landlord from the Tax Escrow. At the time the County Assessor issues a separate leasehold tax bill which relates solely to a tax PIN in respect of the Premises (the "**Separate Leasehold Tax Bill**"), then, Landlord shall furnish such Separate Leasehold Tax Bill to Tenant, refund any surplus in the Tax Escrow to the Tenant after payment of Leasehold Taxes for a given tax year, and from after such tax year the Separate Leasehold Tax Bill is issued for a given tax year, Tenant shall responsible for and pay the Separate Leasehold Tax Bill.

8.3 Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rent payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax, on the Premises or otherwise, or any other substitute tax, the proceeds of which are used to fund the same governmental functions as were funded by *ad valorem* taxes, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, or Tenant's proportionate share thereof, as the case may be, on or before the date that any fine, penalty or interest would be added thereto for nonpayment.

8.4 Tenant shall pay the following when due: all taxes assessed against Tenant's personal property; all license fees, occupational taxes, and other governmental charges assessed by reason of Tenant's use or occupancy of the Premises, including, without limitation, any rent or occupancy taxes and any other taxes arising out of the operation of Tenant's business or occupancy of the Premises. Tenant shall make timely payment of any sales or occupation taxes that may become due by reason of Tenant's use or occupancy of the Premises. Landlord represents and warrants that there will be no Village of Rosemont impact fees on Tenant's improvement, use, or occupancy of the Premises.

8.5 Tenant may contest any such taxes and in the event Tenant obtains a tax refund or reduction, Tenant shall be entitled to any such refund or reduction.

8.6 Tenant shall pay the following when due: all taxes assessed against Tenant's personal property, if any; all license fees, occupational taxes, and other governmental charges assessed by reason of Tenant's use or occupancy of the Premises, including, without limitation, any rent or occupancy taxes and any other taxes arising out of the operation of Tenant's business or occupancy of the Premises. Tenant shall make timely payment of any sales or occupation taxes that may become due by reason of Tenant's use or occupancy of the Premises or as a result of Tenant's operations on the Premises.

ARTICLE 9
USE

9.1 Except as otherwise stated herein, Tenant agrees that the Premises shall be occupied by no other person or entity except upon and with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and shall be used for the Permitted Use. Any material change in use requested by Tenant shall require Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed, and which reasonable basis shall be limited to considerations regarding restrictions then in effect, competitive uses within The Park, and compatibility and quality of use with adjacent properties. Landlord will notify Tenant of Landlord's approval or its non-approval of the request for any material change in use within thirty (30) days of receipt of Tenant's request.

9.2 During the Term hereof, Tenant shall remain open daily at minimum from 5:00 P.M. to 10:00 P.M. Monday through Sunday or such additional reasonable business hours as determined by the Tenant as reasonably approved by the Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall cause its sign and exterior windows illuminated every day until at least 10:00 P.M. daily.

9.3 Tenant shall have the right to cease to conduct business in the Premises, provided Tenant continues to pay Rent and all other charges as they come due. If Tenant goes dark for a period of time in excess of 90 days (and provided such vacancy is not the result of (i) a casualty, (ii) a pandemic, including any federal, state, or local laws, rules, or regulations promulgated in connection therewith requiring or recommending closure of the type of business operated by Tenant or (iii) remodeling or renovation of the Premises), Landlord has the right to terminate the Lease and to recapture the Premises at no cost to Landlord, and thereafter Tenant and any

guarantor shall be released from any and all obligations under this Lease except those obligations which expressly survive as otherwise expressly provided herein.

9.4 For so long as, and at any time, there is a movie theatre adjacent to The Park or the existence of a covenant prohibiting the sale or distribution of movie theater popcorn or "theater packaged candy" (of the type typically found in movie theater concession stands), Tenant shall not use or occupy, or permit anyone taking through or under Tenant in any manner, to use or occupy the Premises as a movie theater or any use allowing or providing for the sale or distribution of popcorn or "theater packaged candy" (of the type typically found in movie theater concession stands). Notwithstanding the foregoing, Tenant or anyone taking through or under Tenant the Premises may serve popcorn, provided same is incidental to its business operations and the popcorn is served in open, returnable containers and is for in-house consumption at no charge. Tenant shall not use or occupy, or permit anyone taking through or under Tenant in any manner to use or occupy, the Premises for any other use, other than the Permitted Use.

9.5 Notwithstanding the foregoing or anything in this Lease to the contrary, Tenant understands and agrees that the Building, Premises and their construction and use shall be subject to existing exclusives and use restrictions as of the Effective Date within The Park (including a Brazilian steakhouse style venue) and the special use permit that has been issued for the Premises.

ARTICLE *10*
PROMOTION FUND

The Village has instituted a Promotion Fund for marketing The Park and Tenant's contribution to the Promotion Fund in the form of Promotional Fee shall be Two Dollar ($2.00) per square foot calculated on the approximate 9,480 square feet of first floor area of the Premises shall automatically increase by three percent (3%) per Lease Year. Tenant's Promotional Fee shall be paid on the 1st of each month directly to the Landlord. For purposes of clarification, although the Promotional Fee is imposed by both this Lease and the Parking Agreement, only one Promotional Fee shall be imposed upon the Tenant and the Premises.

ARTICLE 11
RULES AND REGULATIONS

11.1 Landlord reserves the right from time to time to adopt and promulgate reasonable, nondiscriminatory rules and regulations applicable to the Premises and The Park, and to amend and supplement such rules and regulations. Notice of such rules and regulations and of any amendments and supplements thereto shall be given to Tenant and Tenant agrees thereupon to comply with and observe all such rules and regulations in all material respects, provided that the same shall, to the extent practicable, be applied uniformly to all of the tenants in The Park and that such rules and regulations do not adversely affect Tenant's business.

11.2 Tenant hereby agrees to comply with the conditions of all applicable governmental approvals and any recorded covenants and restrictions affecting the Premises and The Park, if any.

ARTICLE 12
CONDUCT OF BUSINESS

12.1 Tenant agrees to conduct its business in the Premises pursuant to the following standards:

(A) Tenant shall operate its business pursuant to the highest reasonable standards of its business category, and shall, at all times, maintain an adequate stock, an experienced quality staff and manager/management company and will include appropriate fixtures so as to enable its business to be operated in such high standards and manner.

(B) Tenant shall not display any merchandise, solicit business or distribute advertising material in the common areas without Landlord's written consent which shall not be unreasonably withheld, nor in any manner use any part of the common areas for purposes other than for their intended common use and not to obstruct any part thereof.

(C) No auction, fire, liquidation, bankruptcy or going out-of-business sale shall be conducted in the Premises without the advance written consent of Landlord, nor shall Tenant conduct its business in such fashion as to give the impression such a prohibited sale is being conducted.

(D) Tenant shall not commit waste to the Premises or common areas and shall maintain the Premises in a safe, neat, clean and orderly condition.

(E) Tenant shall not use the Premises or permit the same to be used in any manner: in violation of law; for lodging purposes; or that would constitute an extra-hazardous use or violate any insurance policy of Tenant, Landlord or any other tenant in The Park or increase the cost thereof above its normal cost, provided however that if the Permitted Use increases the insurance premiums, the Tenant shall pay any such increase.

(F) All deliveries of merchandise, supplies and materials, or other services to the Premises, shall be as reasonably directed by the Landlord or its agent, and Tenant will use all diligent efforts to ensure such deliveries shall be before 12:00 P.M. noon or such other hours as the Tenant and Landlord may otherwise agree.

(G) Tenant shall not erect any additional radio, satellite dish, television aerial or other device (the "**Equipment**") on the roof or exterior walls of the Premises without Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed. In the event consent is provided, it shall be granted pursuant to the following conditions: *(1)* prior to installation, Tenant shall obtain Landlord's written consent, which shall not be unreasonably withheld regarding location of the Equipment but shall prevent visibility from street level; *(2)* no such Equipment shall transmit, but shall only receive, signals and in the event the Equipment creates transmission or reception interference with any other broadcast or reception equipment in the vicinity Tenant shall remedy and cease such interference immediately upon notice; *(3)* Tenant shall assume full responsibility for the installation,

maintenance and/or removal of the Equipment; and *(4)* In doing any such work: *(i)* the Tenant shall use due care when installing or removing the Equipment, proceed in a manner to minimize damage or injury to the Premises; *(ii)* the Equipment and its appurtenances shall be installed by a satellite or antenna installation company in a location as reasonably approved by Landlord. Tenant agrees to obtain all permits required for the installation of the Equipment; *(iii)* a reputable company shall maintain the Equipment in good order and repair throughout the term of the Lease.

(H) Tenant shall, in good faith using reasonable efforts, agree not to use or permit the Premises to be used in any way which will injure the reputation of the same (or of The Park) or may be a material nuisance, annoyance, or inconvenience to the tenants of The Park or of the neighborhood, including, without limiting the generality of the foregoing, permitting loud noise by the playing of musical instruments or radios or television, or the use of microphones, loudspeakers (which project outside of the patio areas and from a distance from the entrance to be annoying) , electrical equipment, or utilizing flashing lights outside of the Premises, or search lights, or permitting the emission of noxious odors from the Premises, any of which, in the reasonable judgment of the Landlord, might cause disturbance, impairment, or interference with the use or enjoyment by any other tenant in The Park of its premises. Tenant agrees to keep the noise levels and odors to a level as is reasonable in Tenant's nature of business. If Tenant exceeds reasonable noise levels, Landlord shall first provide written notice to Tenant before taking any further steps and allow Tenant a reasonable cure period.

(I) Tenant will maintain the Premises, at its own expense, in a clean, orderly and sanitary condition and free of insects, rodents, vermin, and other pests; Tenant will not permit accumulations of garbage, trash, rubbish and other refuse, but will remove the same at its expense and will keep such refuse in odor-proof, rat-proof containers shielded from the view of the general public until removed. Tenant will not burn any trash or garbage whatsoever and will cause all such garbage, trash or rubbish to be removed by such persons or companies as may be specified by Landlord, and if Landlord provides such service directly to the Premises, Tenant will pay such charges as incurred for Tenant's garbage pickup. If so directed by Landlord, Tenant shall, at its sole expense, purchase or rent and continually maintain and use a dumpster for the disposal of garbage, trash and rubbish at the location designated by Landlord. Notwithstanding anything contained herein to the contrary, Tenant's financial obligations under this Section shall be reasonably priced within the trash removal industry.

(J) So long as it relates to the Premises , Tenant shall promptly comply in all material respects with all present and future laws (including, but not limited to, the Americans With Disabilities Act), ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction of the Premises, and observe and comply in all material respects with all covenants and restrictions of record and all notices from each mortgagee, affecting or applicable to the Premises (arising in connection with Tenant's specific use) or affecting or applicable to the Premises. Landlord hereby represents and warrants that as of the Rent Commencement Date,

the Premises will be in compliance with all applicable governmental rules, regulations, laws, and ordinances, including but not limited to the Americans with Disabilities Act.

ARTICLE 13
ALTERATIONS BY TENANT; LIENS

13.1 Alterations by Tenant.

(A) After the Rent Commencement Date, Tenant shall not make or cause to be made any alterations, repairs, additions or improvements in or to the leased Premises which do not comply with plans reasonably approved in advance by Landlord except as permitted by ***ARTICLE 13.1*** hereof without the prior written consent thereto by Landlord which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall submit to Landlord plans and specifications for such work at the time consent is sought, in accordance with the criteria and procedures to be mutually agreed upon. If Landlord grants such consent, such alterations, additions or improvements shall be performed lien-free, in good and workmanlike manner and in accordance with all applicable legal requirements (as hereinafter defined) and insurance requirements and all drawings or specifications approved by Landlord, and in accordance with the provisions of this Lease, including the provisions of ***ARTICLE 13***.

(B) Notwithstanding anything in ***ARTICLE 13.1(A)*** above to the contrary, Tenant may make non-structural alterations, repairs, additions or improvements to the interior of the Premises without Landlord's prior written consent; provided, however, with regard to the proposed alteration that *(i)* the cost of each such alteration does not exceed Seventy-Five Thousand and 00/100 Dollars ($75,000.00) and the aggregate amount of all such alterations during any twelve (12) month period does not exceed One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00); *(ii)* as to all alterations, and regardless of whether the same requires a building, construction or similar permit, at least ten (10) business days before commencing any of such alterations, Tenant shall deliver written notice to Landlord describing such alterations (and including any plans and specifications prepared or to be prepared with respect to such work), *(iii)* such alterations do not impair the value of the Premises, *(iv)* such alterations do not interfere with the operation of the Premises or the common areas adjacent to the Premises, and *(v)* such alterations do not affect any warranties for the benefit of Landlord. If, however, the non-structural alterations to the interior of the Premises proposed by Tenant satisfy all of the above requirements and conditions of this ***ARTICLE 13.1(B)*** except that any of the dollar amounts set forth in clause *(i)* above in this ***ARTICLE 13.1(B)*** are exceeded, Tenant may not perform such alterations without first having obtained Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Without in any way limiting the preceding provisions of this ***ARTICLE 13.1***, in no event whatsoever may Tenant make any alterations directly or indirectly affecting structural components of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

13.2 ***Liens***: Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work by any contractor, mechanic, laborer or materialman which might be or become a lien or encumbrance or charge upon the Premises or the Land or the income therefrom, and the Tenant shall not suffer or perform any other matter or thing whereby the interest of Landlord in the Premises or in the Land might be impaired. The Land shall not be subject to attachment. Tenant shall include in all contracts and subcontracts for work to be performed on Tenant's behalf at the Premises provisions wherein such contractor or subcontractor acknowledges that Landlord has no liability under such contracts and subcontracts and that such contractor or subcontractor waives any right it may have to lien or attach the Land. Furthermore, Tenant shall cause any bonded contractor directed to do work in or about the Premises to enter into a no-lien contract in a form reasonably deemed acceptable to Landlord prior to the initiation of work. If any lien is filed by virtue of Tenant's work, Tenant shall cause the same to be discharged of record by payment, bond, order of court, or otherwise as required by law within thirty (30) days of filing. After the expiration of said thirty (30) day period if Tenant fails to cause the lien to be discharged then Landlord may, at Landlord's option, cause such discharge and Tenant shall reimburse Landlord, with interest at the Default Rate set forth in ***Section 28.3***, for all of its costs and expenses, including reasonable attorneys' fees, incurred by Landlord within thirty (30) days of receipt of written demand thereof by Landlord. Nothing in this Lease shall be construed as in any way constituting a consent or request by Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration, or repair of or to the Premises or to any buildings or improvements installed or constructed on the Premises. Landlord's rights and Tenant's obligations under this Section shall remain and be binding regardless of whether the lien or a violation of this clause is by Tenant.

ARTICLE 14
SIGNS

14.1 Tenant agrees to provide and install at its cost signs and, if applicable, canopies designed, fabricated, located and installed pursuant to plans approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and in compliance with all applicable laws, permits and codes. For purposes of Landlord's review, Tenant shall submit drawings and specifications detailing the size, color, type, elevations and method of attachment for the proposed sign and the proposed canopy. Tenant agrees that it will not erect any exterior signs or canopies unless it meets the standards and obtains the approvals of Landlord and without first obtaining Landlord's written approval. Tenant agrees to install all of said signs and canopies in conformance with applicable government regulations and to keep and maintain the same in a good state of repair and save Landlord harmless from any damages stemming from the installation, maintenance, existence or removal of the same and shall repair any damage which may have been caused by said installation, existence, maintenance or removal. Upon vacating the Premises, Tenant agrees to remove all signs and canopies and simultaneously repair any damage to the Premises or Land caused by such removal.

14.2 Tenant shall not display any sensational sale signs (such as going out-of-business, fire, auction, liquidation, or bankruptcy), or similar temporary advertising or

promotional items on the exterior of the Premises. Tenant shall not display any temporary signs, banners, pennants, window signs, balloons, or similar temporary advertising or promotional items on the exterior of the Premises without first obtaining Landlord's written approval, not to be unreasonably withheld or delayed. Notwithstanding anything herein to the contrary, Tenant may utilize temporary signage and banners for a period of thirty (30) days to announce its grand opening.

14.3 Tenant's proposed signage shall be subject to and in compliance with all then applicable codes and ordinances and provided Tenant have properly applied for its proposed signage the Village of Rosemont shall review and if in compliance with all then applicable codes and ordinances, shall approve the signage within sixty (60) days of the Effective Date.

ARTICLE 15
COMMON AREAS AND PARKING FACILITY

15.1 The Village shall make available from time to time to the Tenant and other occupants of the immediate area certain common areas (the "**Common Area**") as and to the extent provided by the Village under the Parking Agreement attached hereto as **Exhibit C**. The Parking Facility is municipally owned and is public. Common Areas shall be defined as including, but shall not limited to, any parking areas, driveways, private roadways, service courts, access and egress roads, sidewalks, landscaped and planted areas, and public restrooms. The Parking Agreement provides that the Village shall operate, manage, equip, light, repair and maintain said Common Areas for their intended purposes in such manner as the Village shall, using reasonable discretion, from time to time determine, and may, using reasonable discretion, from time to time change the size, location, elevation, nature and/or use of any Common Areas and may make installations and/or construct or erect buildings, structures, booths therein or thereon and move or remove the same, provided the modifications to the Common Areas and Parking Facility do not materially interfere with Tenant's Permitted Use, access and visibility to the Premises, and the Village shall have the right to retain revenue from income-producing events whether or not conducted for promotional purposes.

15.2 Tenant, its officers, employees, customers and invitees shall have the nonexclusive *right in common with the Village and all others to whom the Village has or may* hereafter grant rights, to use said Common Areas as designated by the Village, subject to such reasonable, non-discriminatory and uniformly applied rules and regulations as the Village may impose. The Village may at any time, with prior written notice to Tenant, close any Common Area to make repairs or changes or to prevent the acquisition of public rights in such area or to discourage non-customer parking.

15.3 The Village has instituted a common area maintenance (the "**CAM**") charge for all CAM costs for the common areas of the Park, including without limitation, the Village's Parking Facility and the Surface Parking (as defined in the Parking Agreement) area (including but not limited to the cost of the Village's electronic parking validation system for the Parking Facility), landscaping, street maintenance and snow removal within Parkway Bank Park at Rosemont (including the Four Seasons Plaza located therein). Tenant's share of CAM Costs for any partial and the first full Lease Year shall be Five and No/100 Dollar ($5.00) per square foot calculated on the approximate 9,480 square feet of first floor area of the Premises

(the "**CAM Charge**"). Tenant's CAM Charge for its share of all CAM Costs shall automatically increase three percent (3%) per Lease Year each January 1st following any partial and the first full Lease Year. For purposes of clarification, although the CAM Charge is imposed by both this Lease and the Parking Agreement, only one CAM Charge shall be imposed upon the Tenant and the Premises.

15.4 The Village agrees to keep the Park and a portion of the Village's Parking Facility adequately illuminated for safety of Tenant's patrons and employees, for at least one hour after Tenant closes for business each day (the "**After Hours Illumination**"). Such portion of the Village's Parking Facility that shall remain illuminated shall be adequate to illuminate the requisite number of spaces pursuant to any applicable local, municipal, state or other governmental laws, rules or regulations, to serve the Premises, and shall be located adjacent to the Park.

ARTICLE 16
UTILITIES

From the Premises Delivery Date, Tenant agrees to pay for all utility services rendered or furnished to the Premises including heat, gas, water, electricity, telecommunications, sprinkler charges assessed by any governmental authority, fire line charges, sewer rent, sewage treatment facilities charges and the like, together with all taxes levied or other charges on such utilities and governmental charges based on utility consumption. Said utility services are intended by the parties to be provided directly to the Premises by the local utility company. If Landlord shall supply any such service, Tenant will purchase same from Landlord at the market rate applied on a uniform basis with and for similarly situated occupants of The Park at Rosemont entertainment complex; provided, that the cost of such utilities is not in excess of other third-party providers in the area. Any such charges for services supplied by Landlord shall be due and payable within twenty (20) business days after billings therefor are rendered to Tenant. In the event that Tenant is purchasing any such services from Landlord, Tenant's payment to Landlord is for the purpose of reimbursing Landlord and is not intended to provide a profit to Landlord.

ARTICLE 17
MAINTENANCE

17.1 Except as required by Landlord in ***Section 17.2*** , below, Tenant covenants and agrees to keep and maintain repair when necessary, at its own cost and expense in good order, condition and repair the Premises and every part thereof, including, but without limitation: the interior walls, finishes, all interior plumbing and sewage facilities within the Premises (excluding replacement of main utility lines), mechanical equipment systems wholly servicing the Premises and electrical systems and equipment, whether within or outside the Premises, including that portion of the electrical system where it connects to the Premises, fixtures, interior signage and canopies and all parts of the Premises originally constructed by Tenant and, Tenant further agrees to replace any of the aforementioned items when necessary at Tenant's own cost and expense. Tenant also covenants and agrees to be responsible for any damage to the common areas of The Park, or any part thereof, caused by any intentional act or gross negligence of Tenant, its employees, agents invitees, licensees or contractors. The Landlord covenants and agrees to keep and maintain, or cause to be kept, in good order, condition, repair and replace

the municipal utilities to the point of connection with the Premises, except for any damage thereto caused by any intentional act or gross negligence of the Tenant, its employees, agents, licensees, or contractors.

17.2 If Tenant refuses or neglects to commence or complete repairs promptly and adequately, Landlord shall first provide written notice to Tenant allowing a reasonable time to cure except in emergencies. If Tenant fails to cure within a reasonable time after receiving such notice, only then shall Landlord complete the repairs. If Landlord chooses to complete such repairs, Landlord may bill Tenant for the cost of such work with a five (5) percent charge for costs for overhead and administration. Such costs are due to Landlord within forty five (45) days receipt by Tenant. Landlord's rights and Tenant's obligations under this Section shall remain and be binding regardless of whether the repairs are required by Tenant's failure to cure.

17.3 Landlord shall maintain, repair and replace, if necessary, the structural elements of the Building, including but not limited to, the roof (and watertight membrane), concrete slab, footings, and exterior walls. Except as expressly set forth herein, Landlord shall not be responsible to make any other improvements or repairs of any kind in or upon the Premises.

17.4 Tenant shall maintain and repair the HVAC serving the Premises pursuant to a maintenance contract to be entered into by Tenant, a copy of which shall be provided to Landlord. Landlord shall be responsible for the replacement of the HVAC, if necessary, and for all major capital repairs to the HVAC system, even if such repairs fall short of full replacement.

ARTICLE 18
PROPERTY IN THE PREMISES

18.1 All leasehold or building improvements or additions, such as hardwood floors, carpeting and padding, light fixtures and heating and air-conditioning equipment and all construction work including kitchen equipment whether done by Landlord or Tenant when installed or completed, attach to the freehold and become and remain the property of the Landlord except that theme branded equipment of Tenant shall be considered as Tenant's personal property and may be removed by Tenant at the end of the Term or at the termination of the Lease for any reason. All store fixtures or theme branded trade fixtures and signs shall remain the property of the Tenant subject at all times to the Landlord's claim for rent and other sums which may become due to the Landlord under this Lease, which such claim shall be subject and subordinate to any claims by any lender to or mortgagee of Tenant.

18.2 All personal property of every kind or description that may at any time be in the Premises shall be at the Tenant's sole risk, or at the risk of those claiming under the Tenant.

ARTICLE 19
TRADE FIXTURES/EQUIPMENT

19.1 Tenant shall, unless otherwise directed by Landlord at the expiration of said Term, remove all Tenant's personal property, theme branded equipment (excluding any

equipment including kitchen equipment integral to the Premises' mechanical, electrical, plumbing, heating, ventilating or air conditioning systems) and theme branded trade fixtures which can be removed without costly injury to, or undue defacement of said Premises, provided all rent stipulated herein are paid in full and Tenant is not otherwise in default hereunder, and that any and all damage to the Premises or to Landlord's Premises (resulting from or caused by such removal) shall be promptly repaired at Tenant's expense. For purposes of this ***Article 19*** the theme branded Tenant equipment shall be considered as Tenant's personal property and may be removed by Tenant at the end of the Lease Term or at the termination of the Lease for any reason.

ARTICLE 20
SURRENDER OF PREMISES

20.1 Upon the expiration or earlier termination of this Lease, Tenant agrees to vacate and surrender the possession of the Premises to the Landlord.

20.2 Upon the expiration or sooner termination of the Term of this Lease, Tenant shall quit and surrender to Landlord the Premises, in good order and condition, ordinary wear and tear excepted, and shall surrender to Landlord all keys to or for the Premises and inform Landlord of all combinations of any safes and vaults, if any, in the Premises. Tenant, at its expense, shall promptly remove all personal property of Tenant, repair all material damage to the Premises caused by such removal and restore the Premises to the condition which existed prior to the installation of the property so removed. Any theme branded trade fixtures, theme branded equipment, furniture and other personal property which remain in the Premises following the expiration or earlier termination of the Lease Term, at Landlord's option, may thereafter be removed and stored at the cost of Tenant, or retained as the property of Landlord, or sold or otherwise disposed of by Landlord, in any such case without any liability to or recourse by Tenant to anyone claiming by, through or under Tenant. Tenant's obligation to observe and perform the covenants set forth in this ***ARTICLE 20.2*** shall survive the expiration or sooner termination of the Lease.

ARTICLE 21
ASSIGNMENT AND SUBLETTING; LEASEHOLD FINANCING

21.1 Tenant and any permitted sub-tenant shall not (a) assign, encumber, mortgage, or in any other manner transfer this Lease or any estate or interest therein; (b) sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises; (c) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of ownership interests in Tenant so as to result in a change in the control of Tenant; or (d) permit any other person to become Tenant by merger, consolidation, or otherwise (each a "**Transfer**") without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfer.

Tenant may, without Landlord's consent, sublet all or any portion of the Premises or assign the Lease to the following ("**Permitted Assignee**"):

(i) To a subsidiary, parent, affiliate, division, licensee, or similarly related entity;

(ii) In connection with a merger, consolidation, acquisition or reorganization;

(iii) in connection with a sale of Tenant's membership interests or assets;

(iv) to the franchisor of the "Chubby Cattle" concept or a "Chubby Cattle" franchisee (subject to a review of the franchisee's experience and financials.

Tenant and any guarantor shall be relieved of its responsibilities and obligations under this Lease if the assignee, in the reasonable judgment of the Landlord, has the financial capability of assuming Tenant's obligations for the term of the Lease and the experience necessary to operate the business.

21.2 Tenant may assign, pledge or otherwise encumber its property located on the Premises as well as its leasehold interest hereunder as security for indebtedness (a "Leasehold Mortgage"), provided, that in no event shall any such Leasehold Mortgage create a lien in or on Landlord's fee simple interest in the Premises or any other fixtures owned by Landlord, but provided further that Landlord shall execute any instruments of subordination that the Leasehold Mortgagee may reasonably request or require from Landlord. Within thirty (30) days of Tenant's written request, Landlord shall execute and deliver to Tenant any commercially reasonable document necessary to waive or subordinate any claim of right, title, lien or interest in favor of the leasehold Mortgage. If Tenant breaches this Lease, any mortgagee or other holder of a security interest in Tenant's leasehold or improvements of whom Tenant has given notice to Landlord (a "**Leasehold Mortgagee**") may cure such breach within the time allowed Tenant to cure under this Lease. In no event shall any such Leasehold Mortgagee become personally liable to perform the obligations of Tenant under this Lease unless and until Leasehold Mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure, or otherwise, and thereafter said Leasehold Mortgagee shall remain liable for such obligations only so long as Leasehold Mortgagee remains the owner of the leasehold estate. Landlord and Tenant shall cooperate by incorporating into this Lease, by suitable amendment from time to time, any provision that may reasonably be requested by any proposed Leasehold Mortgagee for the purpose of allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of a Leasehold Mortgage upon the occurrence of a default under the terms of this Lease; provided, however that any such amendment shall not affect the term or Rent under this Lease or in any material respect adversely affect any rights of Landlord under this Lease.

ARTICLE 22

INSURANCE

22.1 Tenant agrees to maintain in full force during the Lease Term the following policies covering the Premises:

(A) Commercial General Liability insurance (or the then successor equivalent from time to time), without any so-called employee exclusion or the like, including contractual liability, products and completed operations, with combined bodily injury and property damage limits of liability of no less than One Million and 00/100 Dollars ($1,000,000.00) each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) (per location) general aggregate, under which Landlord, Landlord's mortgagee or any other

parties as Landlord may designate are named additional insured on a primary basis and Tenant is the named insured. Tenant also shall obtain Fire Legal Liability insurance with a limit on general liability of no less than One Hundred Thousand and 00/100 Dollars ($100,000.00) per occurrence.

(B) Tenant also agrees that it shall continuously keep in full force and effect at all times during the Lease Term at its sole cost and expense *(i)* Property insurance coverage on an "All Risk" or Special Form of policy insuring all of Tenant's leasehold Building improvements, alterations, additions, fixtures, merchandise, equipment and other personal property installed or owned by Tenant in, on or at the Premises , against fire, vandalism, riot, malicious mischief, sprinkler leakage or other casualty, with extended coverage in amounts equal to the full one hundred (100%) replacement value, without coinsurance, of such improvements, alterations, additions, fixtures and contents, *(ii)* policies of business interruption or rent insurance insuring at a minimum the Minimum Rent and Additional Rent due and payable hereunder for a minimum of twelve (12) full calendar months with an option for twenty four (24) month extended period of indemnity, and *(iii)* Boiler and Machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating and air conditioning equipment, and *(iv)* plate glass insurance. It is understood and agreed that unless caused by the negligence or willful misconduct of Landlord, its employee(s), agent(s) or contractor(s), Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise;

(C) Tenant shall insure or reimburse Landlord for the cost of all insurance which Landlord is required or may elect to obtain, including but not limited to casualty and liability insurance applicable to the Building and Land and Landlord's personal property, if any, used in connection therewith.

(D) Such policies required hereunder shall name Landlord, Landlord's mortgagee or any other parties as Landlord may designate (and such other persons as are in privity of estate with Landlord as may be set out in notice from time to time) as an additional insured on a primary basis and Tenant as primary insured, and shall be written by reputable and financially sound, duly licensed insurance companies with an A- financial rating. Each such policy may only be cancelable upon at least thirty (30) days' prior written notice to Landlord. Prior to the Commencement Date, no less often than annually thereafter, and at any other time upon the request of Landlord, Tenant shall furnish to Landlord evidence of such continuous insurance coverage satisfactory to Landlord.

(E) Appropriate Liquor Liability Insurance as set forth herein in **ARTICLE 34.15** hereof.

(F) Prior to the commencement of any Tenant construction related to, in preparation of or in furtherance of the Tenant improvements and during the continuance thereof, Tenant will obtain "builder's risk" insurance of no less than One Million and 00/100 Dollars ($1,000,000.00) each

occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) (per location) general aggregate and provide Landlord with proof of the same.

(G) If any Tenant insurance policy under this Section covers locations other than the Premises, the policy shall include a provision to the effect that the aggregate limit, which can be provided by an umbrella/excess liability of Five Million Dollars ($5,000,000.00) shall apply separately for the Premises.

22.2 Tenant will indemnify, save harmless, and defend Landlord from and against any and all claims of liability, costs, expenses and/or any demands in connection with any accident, injury (including death) or damage whatsoever caused to any person or property other than that caused by the negligence or willful misconduct of Landlord, its agents or employees, arising directly or indirectly out of the Tenant's initial work, construction, alteration, renovation, remodeling and/or fixturing of the Premises (whether or not occurring prior to the Commencement Date hereof), or out of the business conducted in the Premises or occurring in the Premises or any part thereof, or arising directly or indirectly from any act or omission of Tenant or any of its contractors, subcontractors, customers, guests invitees or concessionaires or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from and against any and all costs, attorney's fees, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The comprehensive general liability coverage maintained by Tenant pursuant to ***ARTICLE 22.1*** above shall specifically insure the contractual obligations of Tenant as set forth herein.

22.3 Tenant agrees, at its own cost and expense, to comply with all of the rules, regulations and recommendations of the Fire Insurance Rating Organization and any similar body and any governmental authority having jurisdiction; provided that such rules, regulations, and recommendations are made known to Tenant prior to commencement of Tenant's work. If Tenant installs any electrical equipment that overloads the lines in the Premises Tenant shall, at its own cost and expense promptly make whatever changes are necessary to remedy such condition and to comply with all reasonable requirements of the Landlord and comply with the requirements of the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereof. For the purpose of this paragraph, any finding or schedule of the Fire Insurance Rating Organization having jurisdiction thereof shall be deemed to be conclusive. In the event that this Lease so permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as Ansul) approved by the Fire Insurance Rating Organization and shall keep such devices under services as required by such organization. If gas is used in the Premises, Tenant shall install gas cutoff devices (manual and automatic).

ARTICLE 23
FIRE OR OTHER CASUALTY

23.1 Should the Premises (or any part thereof) be damaged or destroyed by fire or other casualty insured under the standard fire and casualty insurance policy with approved standard extended coverage endorsement applicable to the

Premises,[Landlord shall except as otherwise provided herein, repair and/or rebuild the Building with reasonable diligence and Tenant shall except as otherwise provided herein, repair and/or rebuild the Tenant improvements with reasonable diligence to the same or better quality as existed at the time of such casualty. Tenant's obligation hereunder shall be limited to the Premises and the improvements constructed for Tenant at the Rent Commencement Date of the Term of this Lease. If there should be a substantial interference with the operation of Tenant's business in the Premises as a result of such damage or destruction which requires Tenant to temporarily close its business to the public, the Minimum Rent and all Additional Rent shall abate for such period of time until Tenant has substantially completed such reparations or restoration and has re-opened for business, but in any event, not longer than 270 days (plus one (1) day for every day of delay caused by Landlord). Unless this Lease is terminated by Tenant, as hereinafter provided, Tenant shall, at its cost and expense, repair, restore, redecorate and re-fixture the Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction and the proceeds of all insurance carried by Tenant on the property, decorations and improvements as well as fixtures and contents in the Premises shall be held in trust by Tenant for such purposes., Subject to receipt of any required permits ,Tenant agrees to commence such work within thirty (30) days after the date of such damage or destruction and Tenant shall diligently pursue such work to its completion. Tenant further agrees that all such work required of it shall be commenced and diligently prosecuted to completion within a reasonable period. Tenant acknowledges notice (i) that Landlord shall not obtain insurance of any kind on Tenant's furniture or furnishings, equipment, fixtures, alternations, improvements and additions ((ii) that it is Tenant's obligation to obtain such insurance at Tenant's sole cost and expense, and (iii) that Landlord shall not be obligated to repair any damage thereto or replace the same. Tenant's obligation to repair and/or rebuild under this ***Section 23.1*** is limited to insurance proceeds, plus cash equal to Tenant's deductible, payable to Tenant as a result of such casualty.

23.2 Notwithstanding anything to the contrary contained in the preceding subsection or elsewhere in this Lease, Tenant at its option may terminate this Lease on thirty (30) days-notice to Landlord, given within ninety (90) days after the occurrence of any damage or destruction if *(1)* more than fifty percent (50%) of the Premises is damaged and/or the repairs for such damage will take more than 270 days to complete or *(2)* the Premises be damaged during the last year of the Term.

23.3 Except to the extent specifically provided for in this Lease, none of the rent payable by Tenant, nor any of Tenant's other obligations under any provisions of this Lease, shall be affected by any damage to or destruction of the Premises by any cause whatsoever; provided, however, that if Tenant elects to terminate the Lease pursuant to ***Section 23.2***, Tenant's obligations, including the obligation to pay all Rent, shall terminate on the date of the notice of termination.

ARTICLE 24
EMINENT DOMAIN

24.1 Premises.

(A) If the whole of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation or in the event of a conveyance in lieu thereof, then this Lease shall terminate on the date when Tenant is required to yield possession thereof.

(B) If less than twenty-five (25%) percent of the Premises shall be so taken or conveyed, then this Lease shall terminate only as to the part taken or conveyed as of the date Tenant is required to yield possession thereof, provided however that if any portion of the Premises taken shall unreasonably interfere with Tenant's ingress and egress to the Premises, or materially impact the operations of Tenant's business, then Tenant may terminate this Lease by providing Landlord with notice within thirty (30) days prior to the date Tenant is required to surrender possession.

(C) If more than twenty-five (25%) percent of the Premises shall be so taken or conveyed, and such partial taking or conveyance shall render that portion not so taken or conveyed unsuitable for the purpose for which the Premises were leased, then Landlord and Tenant shall each have the right to terminate this Lease by written notice given to the other within sixty (60) days of the date Tenant is required to surrender possession of the part so taken or conveyed.

(D) If any part of the Premises is so taken or conveyed, and the Lease is not terminated as set forth above, then: *(a)* this Lease shall continue in full force and effect, except that the Minimum Rent and Additional Rent (including without limitation common area charges), shall be reduced in the same proportion of any reduction of the floor area of the Premises so taken or conveyed bears to the original floor area demised, such reductions commencing as of the date that Tenant is required to surrender possession of the part taken or conveyed; and *(b)* Landlord shall upon receipt of the award in condemnation or the consideration for a conveyance made in lieu of condemnation make all necessary repairs or alterations to restore that portion of the Premises remaining as near to its former condition as the circumstances will permit to the extent necessary to constitute the portion of the Premises not taken as a complete architectural unit; provided, however, that Landlord in any event shall not be required to spend for such repair and alteration work an amount in excess of the amount received by Landlord as damages for the taking of such part of the Premises exclusive of the portion of such damages attributable to the then current market value of the Land taken or condemned and after deducting the cost of collecting such damages, and Tenant, at Tenant's expense, shall make all necessary repairs and alterations to, and restoration of, Tenant's trade fixtures, floor covering, furniture, equipment, decorations, signs and contents; provided that Tenant has received a portion of the condemnation award in order to compensate for these costs. In the event that award is not sufficient for Landlord to restore that portion of the Premises remaining as near to its former condition as is

reasonably necessary for Tenant to conduct its business, then Tenant shall have the option to either complete such restoration or terminate this Lease within sixty (60) days after notice to Landlord of such insufficient award.

(E) As used in this Article, the amount received by Landlord as compensation for any such taking or consideration for any such conveyance shall mean that portion of the award in condemnation or consideration for such conveyance received by Landlord from such condemning authority which is free and clear of all prior claims or collections by the holders of any mortgages or other security interest.

(F) As used in this Article, "Premises" and "Portion of Premises" shall not include fixtures, floor covering, furniture, equipment, decorations, signs and contents of Tenant, but this shall not limit Tenant's obligation above.

24.2 ***Dispute as to Percentage of Taking.***

Whenever there is a dispute as to the percentage of any condemnation or any percentage conveyance in lieu of condemnation, as it affects the provisions of this ***ARTICLE 24***, the good-faith determination of Landlord's Architect and Tenant's Architect shall be conclusive and binding upon the parties hereto. In the event Landlord's Architect and Tenant's Architect are unable to agree the parties shall retain and a third architect mutually agreed upon by the parties to make the good-faith determination and the fees and costs of the third architect shall be shared by the parties on a 50/50 basis.

24.3 ***Waiver of Right to Compensation.***

In the event of a taking under the power of eminent domain of the Premises, common areas, or any other portion of the Land, whether whole or partial, all compensation awarded for such taking of the fee and leasehold estate, or consideration paid for a conveyance in lieu of condemnation, as damages or otherwise, shall belong to and be the property of Landlord, except that Tenant shall be entitled to recover from the condemning authority, but not from Landlord, such amounts as may be awarded to Tenant for the building, fixtures, removal expenses, business dislocation damages and moving expenses, provided no such claim shall diminish or adversely affect Landlord's award. Tenant hereby assigns to Landlord all right, title and interest of Tenant in and to any award made for leasehold damages and/or diminution in the value of Tenant's leasehold estate.

ARTICLE 25
SUBORDINATION AND ATTORNMENT

25.1 The Landlord reserves the right and privilege to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said Premises (the holder of any such mortgage hereinafter referred to as mortgagee), and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof; provided that, so long as Tenant is not in default under this Lease, its possession of the Premises and its rights and privileges hereunder shall

not be interfered with by such mortgagee or any purchaser upon foreclosure of such mortgage.

25.2 Tenant covenants and agrees to execute and deliver, within thirty (30) days of demand, such further reasonable instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees, provided that in such instrument of subordination the mortgagee agrees that so long as the Tenant shall not be in default under this Lease, after applicable notice and cure periods, the mortgagee will not disturb the peaceful, quiet enjoyment of the Premises by the Tenant.

25.3 Tenant shall, in the event of the sale or assignment of Landlord's interest in the Land or the Premises to a third-party purchaser, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power or sale under any mortgage covering the Land, attorn to and recognize such purchaser or mortgagee as Landlord under this Lease, and in any such events, Landlord named herein shall not thereafter be liable on this Lease.

25.4 If any mortgagee shall have given prior written notice to Tenant that it is a holder of a mortgage as described in the first paragraph of this ***ARTICLE 25*** and such notice includes the address to which notices to such mortgagee are to be sent, then Tenant agrees to give to such mortgagee notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided and agrees that the mortgagee shall have the right, within thirty (30) days after receipt of said notice, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default.

ARTICLE 26
ESTOPPEL CERTIFICATE

26.1 At any time, and from time to time, upon the written request of Landlord or any mortgagee, Tenant, within fifteen (15) business days of the date of such written request, agrees to execute and deliver to Landlord and/or such mortgagee, without charge and in a form reasonably satisfactory to Landlord and/or such mortgagee, a written statement: *(a)* ratifying this Lease; *(b)* confirming the commencement and expiration dates of the Term of this Lease; *(c)* certifying that Tenant is in occupancy of the Premises and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated; *(d)* certifying that all conditions and agreements under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated; *(e)* certifying that neither Landlord nor Tenant is in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by either party, or stating the defaults and/or defenses claimed by either party; *(f)* reciting the amount of advance rent, if any, paid by Tenant and the date to which rent has been paid; *(g)* reciting the amount of security deposited with Landlord, if any; and *(h)* any other information which Landlord or the mortgagee shall reasonably require.

26.2 At any time, and from time to time, upon the written request of Tenant or any lender or mortgagee, Landlord, within fifteen (15) business days of the date of such written request, agrees to execute and deliver to Tenant and/or such mortgagee, without charge and in a form satisfactory to Tenant and/or such mortgagee, a written

statement: (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the Term of this Lease; (c) certifying that Tenant is in occupancy of the Premises and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated; (e) certifying that neither Landlord nor Tenant is in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by either party, or stating the defaults and/or defenses claimed by either party; (f) reciting the amount of advance rent, if any, paid by Tenant and the date to which rent has been paid; (g) reciting the amount of security deposit with Landlord, if any; and (h) any other information which Tenant or the mortgagee shall require.

ARTICLE 27
BANKRUPTCY

27.1 This is a lease of real property in Premises within the meaning of Subsection 365(b)(3) of the Bankruptcy Code, 11 U.S.C., Section 101 *et. seq.* ("**Bankruptcy Code**").

27.2 Tenant covenants and agrees that if, at any time, Tenant becomes a debtor under the Bankruptcy Code or is adjudged bankrupt or insolvent under the laws of the United States or any state thereof, or makes a general assignment for the benefit of creditors, or if a receiver of Tenant's property in the Premises is appointed and Tenant shall not commence proceedings to discharge the receiver within thirty (30) days of such appointment, then Landlord may, at its option, declare this Lease terminated and shall forthwith be entitled to immediate possession of the Premises except that if any such proceedings are pursuant to the Bankruptcy Code, then Landlord shall be entitled to all the rights and remedies accorded landlords, including without limitation those set forth in said Bankruptcy Code.

27.3 If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, to the extent provided in the Assignment clause of this Lease, any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment, shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assignment.

27.4 Tenant acknowledges that the continued operation of business in the Premises in the manner and upon the terms set forth in this Lease is of a special importance to the commercial viability of the Land. Therefore, in the event this Lease is not cancelled and terminated as set forth in ***ARTICLE 27.2*** above, then Tenant, the Trustee in Bankruptcy or other representative of Tenant, or Tenant's assignee of such be the case, shall, prior to the assumption of this Lease by such representative

or Trustee or assignee, comply with all of the provisions of this Lease and provide reasonably adequate assurance to Landlord: *(a)* of the rent and other charges under this Lease; *(b)* that any Additional Rent payable under this Lease shall not decline substantially after the date of such assumption or assignment as the case may be (unless said declination of Additional Rent is not attributable to the Bankruptcy or assumption or assignment); *(c)* that assumption or assignment of this Lease will not breach substantially any other provision in any other lease or document relating to the Land; *(d)* of the continued use of the Premises in accordance with the provisions of this Lease; and *(e)* of such assumption or assignment.

ARTICLE 28
DEFAULT

28.1 All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law or in equity. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant:

(A) If Tenant shall fail, neglect or refuse to pay any installment of fixed Minimum Rent, Additional Rent or other sums or charges due Landlord under this Lease at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof, and if any such default should continue for a period of more than five (5) days after written notice. Landlord shall not be required to provide more than two (2) notices per the calendar year; or if

(B) Tenant shall fail, neglect or refuse to keep and perform any of the other non-monetary covenants, conditions, stipulations or agreements herein contained, and in the event any such default shall continue for a period of more than thirty (30) days after notice thereof is given in writing to Tenant by Landlord (provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently and expeditiously prosecuting compliance of said notice Tenant shall be provided a reasonable additional period of time not to exceed one hundred twenty (120) additional days; or if

(C) Tenant shall, on more than two (2) occasions during any twelve (12) calendar month period, be excessively late (more than 10 days past due) in the payment of Minimum Rent, Additional Rent or other sums or charges due Landlord under this Lease or shall repeatedly default in the keeping, observing, or performing of any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of non-payment or of other defaults shall have been given to Tenant).

28.2 In the event of any such default or breach of this Lease by Tenant, Landlord shall have the right and option to declare the portion of the Minimum Rent and Additional Rent due at the time of the default immediately due and payable by Tenant. Landlord damages are agreed to be limited and offset by Landlord's mitigation in the

event Landlord procures another Tenant for the Premises. Landlord and Tenant both agree to use commercially reasonable efforts to re-let the Premises after a Tenant default or breach, and Tenant vacating the Premises in the condition required hereunder. The effect of any such re-letting acts to offset the remaining Rent amounts due from Tenant to Landlord in an event of default, as outlined in **ARTICLE 28.4.** Further, in the event of such default or breach of this Lease by Tenant the Tenant does hereby authorize and fully empower Landlord or Landlord's agent to cancel or annul this Lease at once and solely in conformity with Illinois law, reenter and remove all persons and their property, and such property may be stored in a public warehouse or elsewhere at the cost of the Tenant, all with service of notice and legal process;

28.3 Any payment required to be made by Tenant under the provisions of this Lease not made by Tenant when and as due shall thereupon be deemed to be due and payable by Tenant to Landlord on demand with interest accruing only after such grace period allowed has passed and Tenant still fails to remit payment. The aforesaid interest shall be at the rate of one and one half (1 1/2) percent per month, if Tenant is a corporation, or if Tenant is not a corporation, at such lesser rate as shall be the maximum permitted by law (as applicable, the "**Default Rate**").

28.4 In the event of default and termination of this Lease, Landlord and Tenant agree to make commercially reasonable efforts to relet the Premises and to lease or let the same or portions thereof for such periods of time and at such rent and for such use and upon such covenants and conditions as are commercially reasonable. Landlord agrees to apply the net rent from such reletting, after deductions for reasonable commissions and necessary, non-structural improvements, to payments due or payable by Tenant hereunder with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficits remaining unpaid as Landlord may deem favorable from time to time without obligation to await the end of the Term hereof for the final determination of Tenant's account. If such rent and other sums received from such re-letting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay such deficiency to Landlord; if such rent and the sums shall be more, Tenant shall have no right to, but shall receive credit for, the excess.

28.5 If Tenant shall be in default hereunder, Landlord agrees to provide written notice to Tenant of any such default and provide an opportunity for Tenant to cure such default within the notice time periods described in **ARTICLE 28.1** above, or as may be otherwise specifically set forth in this Lease. If Tenant cures such default, Landlord shall accept this and shall not terminate the Lease. If Tenant refuses or fails to timely cure a default, then Landlord has the right to exercise any and all remedies available to it, including the option to elect to terminate the lease, and then Landlord shall have the option, but not the obligation, upon fifteen (15) days' written notice to Tenant (except in the event of an emergency, in which event no notice shall be required), to cure the act or failure constituting said default for the account of and at the expense of Tenant (but without waiving or curing Tenant's default). If Landlord has already terminated the Lease, Landlord's cure or attempt to cure any act or failure constituting the default by Tenant which occasioned termination of the Lease shall not result in a waiver or withdrawal of such termination. Tenant agrees to pay to Landlord interest, in accordance with ***ARTICLE 28.3*** hereof, on all sums paid by Landlord pursuant to the terms of this ***ARTICLE 28.5***, plus a charge of five (5%)

percent of such costs, to Landlord within ten (10) days of demand, as Additional Rent. Tenant's obligations pursuant to **ARTICLE 28.5** shall survive the expiration or sooner termination of this Lease. Any damage or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at any time and from time to time, including at the time of the re-letting or termination, or in a single action or in separate actions, from time to time, as said loss of rent or damages shall accrue (Tenant hereby agreeing that any suit brought by Landlord at any one time to collect such rent or damages shall not prejudice Landlord's right to collect any other rent or damages in subsequent separate actions from time to time), or in a single proceeding deferred until the expiration of the term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said term). In addition to all other rights and remedies whatever of Landlord under this Lease, upon and following a default, Tenant shall pay to Landlord, at any time and from time to time upon demand, any and all costs and expenses whatsoever (including litigation expenses, court costs and reasonable attorneys' fees) incurred by Landlord in connection with the enforcement of this Lease and of Landlord's rights and remedies with respect thereto (and regardless of whether any lawsuit, action or other proceeding is commenced). The provision for in this Lease of any particular remedy shall not preclude Landlord from any other remedy, at law, in equity, by statute (or regulation) or otherwise.

28.6 Landlord shall perform all conditions and covenants required to be performed by Landlord, as set forth in this Lease. Notwithstanding anything herein to the contrary, Landlord shall not be deemed to be in default under this Lease unless and until Tenant has given written notice to Landlord of any such default by Landlord and Landlord has failed to cure such default within thirty (30) days after Landlord received notice thereof; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are reasonably required for a cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within the original thirty (30) day period and thereafter diligently prosecutes the cure to completion. In the event Landlord should be in default of any obligation under this Lease, and the applicable cure period has expired (or in the event of any emergency situation, in which Landlord's failure to perform its obligations creates an imminent threat to life or safety, materially and adversely affects Tenant's use or operation of the Premises or imposes material liability on Tenant or Tenant's directors, officers, employees and shareholders), then Tenant shall be entitled to cure the default, at Tenant's option, including the payment of monies directly to the party to whom the obligation is owed, or Tenant may terminate this Lease by notice to Landlord at any time before the default is cured, or Tenant may pursue any other remedy now or hereafter permitted or available to Tenant under the laws or judicial decisions of the State of Illinois. In the event of any such cure by Tenant, Tenant shall have the right to invoice Landlord to the extent of any payments made on account of such cure. Landlord shall pay the same within thirty (30) days of its receipt of Tenant's invoice or object in writing setting forth the basis of the objection to the payment of the invoice.

ARTICLE 29
HOLDING OVER

In the event Tenant remain in possession of all or any part of the Premises after the expiration of the Term of this Lease or any renewal thereof, Tenant shall be deemed to be occupying the Premises as a tenant from month to month at a monthly rent equal to one hundred fifty percent (150%) the sum of *(i)* the monthly installment of Minimum Rent payable during the last month of the Term or any extension or renewal that was in effect, and *(ii)* one-twelfth (1/12th) of all Additional Rent or other charges payable or paid during the last Lease Year. Such continued occupancy shall not defeat Landlord's rights to regain possession of the Premises.

ARTICLE 30
ACCESS TO PREMISES

30.1 Tenant further agrees to permit the Landlord or the Landlord's agents access to inspect or examine the Premises at any reasonable time one time in every twelve month period so long as Landlord provides five (5) days prior written notice to Tenant prior to inspection, and to permit the Landlord to make such repairs or improvements to the Premises that the Landlord may deem desirable or necessary in its reasonable discretion for its preservation and which the Tenant has not covenanted herein to do or has failed to do; provided that Landlord shall not materially interfere with Tenant's business. In the event of an emergency, Landlord shall have the right to enter the Premises without Tenant's permission.

30.2 Tenant further agrees that on and after 180 days next preceding the expiration of the Term (or any extended Term) of this Lease the Landlord or its agents shall have their right to show the Premises to potential tenants, and to place notices offering the Premises "To Let" of "For Sale" at The Park, but not on the front of the Premises or any part thereof, so long as the Landlord's activity does not impair the business operations of the Tenant.

ARTICLE 31
QUIET ENJOYMENT

Landlord covenants and agrees that if the Tenant shall perform, in all material respects, all of the covenants and agreements herein stipulated to be performed on the Tenant's part, the Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from the Landlord or any persons lawfully claiming through the Landlord. Any bill, statement, notice, communication or payment which Landlord or Tenant may desire to be required to give to the other party shall be in writing and shall be sent to the other party by registered mail, certified mail, or by nationally utilized overnight delivery service, addressed to the parties to the address specified in ***ARTICLE 1*** or to such other address as either party shall have designated to the other by like notice, and the time of the rendition of which shall be when same is Security Deposited in an official United States Post Office, postage prepaid or Security Deposited with a nationally utilized overnight delivery service, delivery fee prepaid.

ARTICLE 32
EXCULPATION

The Landlord or any successor in interest that may be an individual, joint venture, tenancy in common, firm or partnership, general or limited, shall not be subject to personal liability on such individual or on the members of such joint venture, tenancy in common, firm or partnership in respect to any of the covenants, conditions or obligations of this Lease. The Tenant shall look solely to the equity of the Landlord in the Premises and the rent, issues and profits derived there from for the satisfaction of the remedies of the Tenant in the event of a breach by the Landlord. It is mutually agreed that this clause is and shall be considered an integral part of the aforesaid Lease. No member, official or employee of the Landlord shall be personally liable to Tenant in the event of any default or breach by the Landlord or for any amount which may become due to Tenant under the terms of this Lease.

ARTICLE 33
ENVIRONMENTAL MATTERS

33.1 ***Emissions.*** Tenant shall not, without the prior written consent of Landlord:

(A) Make, or permit to be made, any use of the Premises or any portion thereof which emits, or permits the emission of an unreasonable amount of dust, sweepings, dirt, cinders, fumes or odors into the atmosphere, the ground or any body of water, whether natural or artificial (including rivers, streams, lakes, ponds, dams, canals, or flood control channels), or which emits, or permits the emission of dust, sweepings, dirt, cinders, fumes or odors into the atmosphere, the ground or any body of water, whether natural or artificial (including rivers, streams, lakes, ponds, dams, canals, or flood control channels) which is in violation of any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;

(B) Create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property by any occupant of the immediate area, or which will create a nuisance or violate any federal, state or local law, ordinance, order, rule, regulation, code or and other governmental restriction or requirement;

(C) Transmit, receive, or permit to be transmitted or received any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Premises or the Land, or which interferes with the operation of any electrical, electronic, telephonic or other equipment whatsoever located, whether on the Premises, the Land or the immediate area;

(D) Create, or permit to be created, any ground vibration that is discernible outside the Premises; or

(E) Produce or permit to be produced any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not be discernible outside the Premises.

33.2 Tenant shall not, cause or permit, knowingly or unknowingly, in violation of any applicable federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, any Hazardous Material (hereinafter defined) to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at the Premises or the Land. As used in this Lease, "Hazardous Material(s)" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include asbestos, petroleum products and the terms "Hazardous Material" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), as amended, 42 U.S.C. § 9601 *et seq.*, and the Resource Conversation and Recovery Act ("**RCRA**"), as amended, 42 U.S.C. § 6901 *et seq.*

33.3 In addition to, and in no way limiting, Tenant's duties and obligations as set forth in this Lease, should Tenant breach any of its duties and obligations as set forth in this Section of this Lease, or if the presence of any Hazardous Material(s) on the Premises caused by the Tenant results in contamination in violation of any applicable federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, of the Premises, the Land, any land other than the Land, the atmosphere, or any water or waterway (including groundwater), or if contamination in violation of any applicable federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, of the Premises or of the Land by any Hazardous Material(s) otherwise occurs for which Tenant is the sole cause and legally liable to Landlord for damages resulting therefrom, Tenant shall indemnify, save harmless and, at Landlord's option and with attorneys approved in writing by Landlord, defend Landlord, and its contractors, agents, employees, partners, officers, directors, and mortgagees, if any, from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action, and losses of any and every kind and nature (including, without limitation, diminution of value of the Premises or the Land, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Premises or the Land, damages arising from any adverse impact on marketing space in the Land, and sums paid in settlement of claims and for reasonable attorney's fees, consultant fees and expert fees), which may arise during or after the Lease Term or any extension thereof as a result of such contamination. This includes, without limitation, costs and expenses, 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 the presence of Hazardous Material(s) on or about the Premises or the Land in violation of any applicable federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, or because of the presence of Hazardous Material(s) in violation of any applicable federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, anywhere else which came or otherwise emanated from Tenant or the Premises. Without limiting the foregoing, if the presence of any Hazardous Material(s) on or about the Premises or the Land caused or permitted by Tenant results in any contamination of the Premises or the Land, in violation of any applicable federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, Tenant shall, at its sole expense, promptly take all actions and expense as are necessary to return

the Premises and/or the Land to the condition existing prior to the introduction of any such Hazardous Material(s) in violation of any applicable federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, to the Premises or the Land; provided, however, that Landlord's approval of such actions shall first be obtained in writing.

33.4 Tenant agrees to indemnify, defend and hold harmless Landlord, its beneficiary and their respective employees, agents, directors, officers, shareholders, attorneys, successors and assigns, from and against any and all claims, demands, causes of action, losses, costs, expenses, fines, penalties, liabilities and fees (including, reasonable attorneys' fees and court costs) of whatever kind or nature whatsoever which may be asserted against or incurred by Landlord or any such other indemnified party by Tenant as a result of, arising out of or relating to any of Tenant's activities on the Land and Premises.

ARTICLE 34
MISCELLANEOUS

34.1 ***Relationship of Parties.*** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord, Tenant other than the relationship of landlord and tenant, tenant and sub-tenant, or landlord and sub-tenant.

34.2 ***Definition of Parties.*** The words "Landlord" and "Tenant" shall mean each party named in ***ARTICLE 1*** as the Landlord or Tenant and if there shall be more than one, any notice required or permitted by this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to either party shall be deemed a proper reference even though Tenant may be an individual, a partnership, a corporation, a trust, or a group of two or more of any of the same. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one, as aforesaid, and to either corporations, partnership, individuals, trustees, males or females, shall, in all instances be assumed as though in each case fully expressed.

34.3 ***No Lease Option.*** Submission of this Lease for examination does not constitute a reservation of or option for the Premises in favor of Tenant. This Lease shall be effective only upon execution hereof by the parties hereto. In the event Landlord executes this Lease prior to Tenant and Tenant does not execute and deliver the same to Landlord within Ten (10) days of Landlord's execution hereof, this Lease shall be null and void unless otherwise indicated by Landlord in writing.

34.4 ***Brokers.*** Landlord and Tenant both acknowledge that David Goldberg of Goldstreet on behalf of Tenant and Segovia Partners Illinois, LLC on behalf of Landlord have been involved in this transaction.. Each party agrees to indemnify and hold the other party harmless against any and all such claims or demands for brokerage fees or agents' commission or other compensation asserted by any person, firm or corporation in connection with this Lease.

34.5 ***Legal Construction.***

(A) Governing Law and Jurisdiction. Tenant and Landlord agree (a) that any action or proceeding brought by either party under this Lease will be subject to the laws of the State of Illinois (without regard to the conflict of laws, rules and principles thereof); and (b) shall be subject to the jurisdiction of the state courts of (or sitting in) Cook County, Illinois.

(B) If any term, covenant or condition of this Lease capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which shall render it valid. If any term or provision of this Lease, or the application thereof to any person of circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

(C) The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope of intent of such sections of this Lease nor in any way affect this Lease.

34.6 ***Consent and Approval.*** Whenever this Lease specifies that either party has the right of consent or approval or if either party shall desire the consent or approval of the other on any matter regarding this Lease, such consent or approval shall be effective only if in writing and signed by the consenting or approving party.

34.7 ***Attorney's Fees.*** If any action at law or in equity shall be brought to enforce any obligation under arising under this lease, or for damages for breach of or to enforce any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, or for the enforcement of any indemnification arising herein, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost reasonable attorneys' fees and court costs, whether at trial or on appeal, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

34.8 ***Force Majeure.*** If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of strikes, utility failures, restrictive laws, riot, war, terrorism, acts of God or other similar reasons not the fault of the non-performing party (any and all such events or circumstances collectively referred to as a "**Force Majeure Event**"), the party claiming a Force Majeure Event shall notify the other party within ten (10) days of the claimed Force Majeure Event and then the performance time for such act shall be extended for a period equivalent to the period of such delay of the Force Majeure Event. The provisions of this paragraph shall not operate to excuse Tenant from prompt payment of rent or other charges hereunder. Notwithstanding anything in this ***Section 34.8*** to the contrary, if a Force Majeure Event occurs prior to the Rent Commencement Date as set forth in ***Section 2.2*** Tenant's obligation to pay rent shall abate for such period of Force Majeure and until Tenant first opens for business.

34.9 ***Time of Essence.*** Time is of the essence of this Lease, and for each and every covenant, term, condition and provision hereof.

34.10 ***Binding Effect.*** The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind their heirs, executors, personal representatives, administrators, successors and assigns of all the parties hereof.

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

34.12 ***When Lease Becomes Binding.*** Employees or agents of the either party have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both the Landlord and the Tenant. Tenant represents to Landlord that all information furnished by Tenant or any Guarantor to Landlord or Landlord's representatives in connection with this Lease or in respect of the financial condition of Tenant and such Guarantor is true and correct in all material respects and properly reflects the financial condition of Tenant and such Guarantor without material adverse change, in each case as of the date hereof.

All negotiations, considerations, representations, and understandings between the Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between the Landlord and the Tenant, and no act or omission of any employee or agent of the Landlord shall alter, change, or modify any of the provisions hereof. The Tenant specifically confirms and acknowledges that: *(i)* before entering into this Lease, the Tenant has made its own observations, studies, determinations and projections with respect to the Tenant's business in the Premises and all other factors relevant to the Tenant's decision to enter into this Lease, including, without limitation, competition, market size, sales volume, profitability and general, so-called "demographics" – both present and prospective; and *(ii)* neither the Tenant nor any representative of the Tenant has relied upon any representation by (or any "conversation" with) the Landlord or any representative of the Landlord with respect to any of said factors.

34.13 ***Financial Statements.*** In connection with each and any proposed sale of all of any of the Premises or transfer or assignment of Landlord's interest therein, or modification or refinancing of any Mortgage or other borrowing of Landlord, upon Landlord's written request from time to time, but not more than one time per year, Tenant shall, within thirty (30) days after Landlord's request therefore, furnish Landlord with financial statements outlining Tenant's then current financial condition and shall furnish financial statements outlining the current financial condition of the Guarantor listed in ***ARTICLE 34.14*** of this Lease.

34.14 ***Collateral Security.*** Landlord's obligations under this Lease shall be contingent upon the Tenant causing Kenny Jang to individually provide a Guaranty securing performance of Tenant's obligations under the Lease ("**Guaranty**"), including but not limited to the payment of Rent, for the first five (5) years of this Lease after which the Guaranty shall be on a one (1) year rolling basis for Minimum Rent and triple net expenses through the Initial Term and Renewal Terms. A copy of the Guaranty form has been attached hereto as **Exhibit E**.

34.15 *(A)* ***Liquor License.*** If desired, Tenant may obtain the approval of the Liquor License from the appropriate authorities and officials of the Municipality and the State. In the event that the appropriate authorities and officials of the Municipality and the State, have denied the granting a Liquor License to Tenant, then Tenant shall have the option to exercise all appeals and other legal remedies afforded to it in an effort to obtain said Liquor License. In the event Tenant exercises such option, it shall notify Landlord of the same to afford Tenant the opportunity to exercise all appeals and legal remedies there for. Landlord shall reasonably aid and support the Tenant as may be necessary for Tenant to obtain the Liquor License; and the Tenant shall reimburse the Landlord for any and all reasonable and actual costs and expenses that the Landlord may incur.

(B) ***Sale of Liquor.*** Provided that the Tenant ***(i)*** succeeds in obtaining the Liquor License as aforesaid, ***(ii)*** complies with all state, municipal and other governmental laws, regulations and rules with respect to the sale of liquor and all alcoholic beverages as aforesaid, and ***(iii)*** complies with applicable provisions of this Lease, the Landlord agrees that the Tenant shall have the right to sell liquor at retail for consumption within the Premises, subject to and in accordance with all applicable provisions of the Liquor License and this Lease.

(C) ***Indemnity and Liability Insurance.*** Without limiting the generality of ***ARTICLE 22.2*** of this Lease, the Tenant agree to indemnify and hold harmless the Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic beverages in and from the Premises, including, without limitation, any such claim arising from any act, omission or negligence of the Tenant, Tenant or Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the date the Tenant takes possession of the Premises until the end of the Term of this Lease, whether such claim arises or accident, injury or damages occurs within the Land, the Premises, within the immediate area but outside the Premises, or outside the immediate area relating to the sale of liquor and all alcoholic beverages in and from the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, reasonable legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof and shall survive the termination of this Lease, so long as the instance occurred during the Term of this Lease and any applicable Statute of Limitations has not expired. It is understood that without this indemnification of the

Landlord by the Tenant, the Landlord would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Premises, and the Tenant covenants that the Tenant's liability insurance referred to in this Lease shall cover, indemnify and hold harmless the Landlord from all such matters and items mentioned in this indemnity.

Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by the Tenant including the provisions of ***ARTICLE 22*** hereof, for such period of time as the Tenant shall serve liquor or other alcoholic beverages, the Tenant agree to maintain with a responsible and qualified insurance company approved by the Landlord, and with minimum combined limits of at least the minimum limits of insurance specified in ***ARTICLE 22*** above plus minimum limits of coverage of at least $5,000,000 under an umbrella policy covering excess "liquor law" liability, or such higher limits as the Landlord may from time to time request provided such higher limits are then customarily being carried by a casual, sit-down restaurant and bar operations in the Municipality selling beer, wine and other alcoholic beverages, the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure the Tenant and the Landlord (disclosed or undisclosed), and all those claiming by, through or under the Landlord, adequately in the Landlord's good faith judgment, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times the Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale and dispensing of liquor and alcoholic beverages in and from the Premises. Certificates of such insurance shall at all times be Security Deposited with the Landlord showing current insurance in force; and all such policies shall name the Landlord and the managing agent as an additional insured and shall provide that such policies shall not be canceled or the coverage reduced without at least thirty (30) days prior written notice to the Landlord, and such certificate shall evidence the same.]

(D) ***Suspension, Denial or Revocation***. If at any time after the Tenant obtains the Liquor License, the Liquor License is suspended, denied or revoked for any reason, including non-compliance with any governmental conditions, requirements, rules, regulations, ordinances or laws, the same shall immediately cease serving and selling alcohol at the Premises- at least until the Liquor License is reinstated by all applicable governmental authorities and the Tenant shall promptly *(i)* deliver to the Landlord written notice of such suspension, denial or revocation, and *(ii)* commence the applicable appeal proceedings and proceed with all due diligence to reinstate the Liquor License. At the time that the Tenant makes any filing with or receives a notice or any other communication regarding a hearing or in connection with any purported such non-compliance from any governmental licensing board, agency, commission or like authority with

respect to the Liquor License, the Tenant shall promptly deliver a copy of such filing, notice or other communication to the Landlord.

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

34.17 **Waiver.** No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing signed by Landlord. No waiver by Landlord with respect to any other tenant, nor shall the waiver of a breach of any condition claimed or pleaded to excuse a future breach of the same condition or covenant.

34.18 **Prevailing Wage.** Tenant agrees that laborers, workers and mechanics performing renovation or any type of construction or demolition work on the Premises shall be paid not less than the prevailing wages for the type of work performed that are in effect as determined by the Illinois Department of Labor for Cook County under the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq* provided, however, the provisions of this Section shall be limited to work performed in relation to the initial renovation of the Premises.

34.19 **Counterparts; Faxed and E-Mail Signatures.** This Lease may be executed in multiple counterparts all of which taken together shall constitute one executed original. For purposes of executing this Lease, any signed document transmitted by facsimile machine or a PDF document transmitted by email transmission shall be considered as an original signature and shall be considered to have the same binding legal effect as an original document. At the request of any party, any document transmitted by facsimile or email shall be re-executed by the applicable parties in an original form, it being agreed that the failure by any part to so re-execute such document shall not affect the binding legal effect of such document.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

Signed in the presence of:

LANDLORD:

Village of Rosemont, an Illinois municipal corporation

By: _____
Bradley A. Stephens
Its President

ATTEST:

By: _____
Kathryn Lawler, Village Clerk

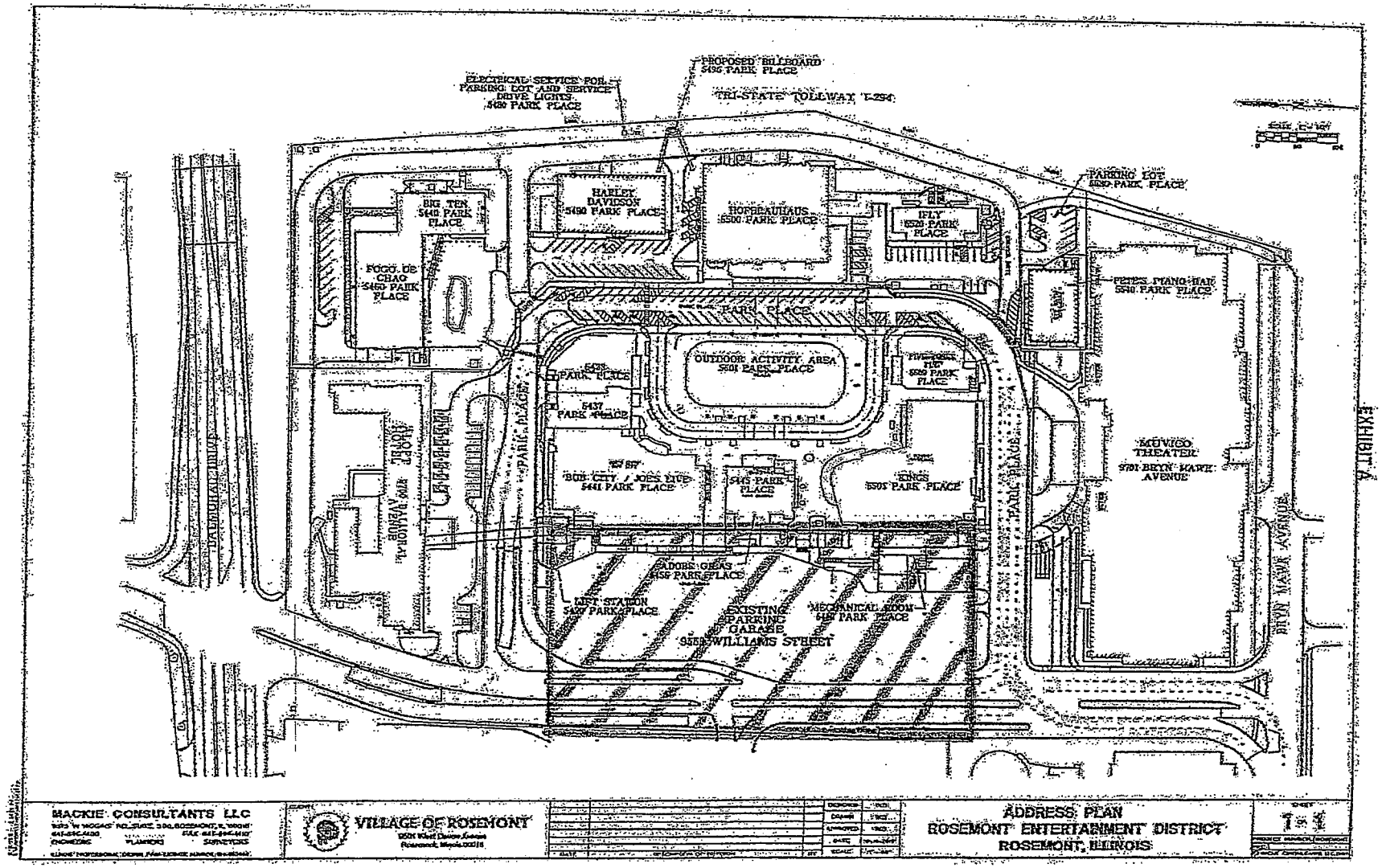
TENANT:

Chubby Cattle Rosemont, LLC, an Illinois limited liability company

By: _____
Printed Name: Kenny Yang
Title: Owner

EXHIBIT A

Parkway Bank Site Plan



PROPOSED BILLBOARD
5496 PARK PLACE
ELECTRICAL SERVICE FOR PARKING LOT AND SERVICE DRIVE LIGHTS
5480 PARK PLACE
TRI-STATE TOLLWAY I-294
PARKING LOT
5530 PARK PLACE
BIG TEN
5440 PARK PLACE
HARLEY DAVIDSON
5490 PARK PLACE
HOFBRAUHAUS
5500 PARK PLACE
IFLY
5520 PARK PLACE
FOGO DE CHAO
5460 PARK PLACE
PETE'S PIANO BAR
5540 PARK PLACE
PARK PLACE
OUTDOOR ACTIVITY AREA
5501 PARK PLACE
5437 PARK PLACE
BUB CITY / JOES LIVE
5441 PARK PLACE
5445 PARK PLACE
KINGS
5503 PARK PLACE
MUVICO THEATER
9701 BRYN MAWR AVENUE
BRYN MAWR AVENUE
ADOBE GRAS
5455 PARK PLACE
LIFT STATION
5427 PARK PLACE
EXISTING PARKING GARAGE
9558 WILLIAMS STREET
MECHANICAL ROOM
5487 PARK PLACE
BALMORAL DRIVE
HOPE HOTEL
9700 BALMORAL AVENUE
MACKIE CONSULTANTS LLC
VILLAGE OF ROSEMONT
ADDRESS PLAN
ROSEMONT ENTERTAINMENT DISTRICT
ROSEMONT, ILLINOIS
1 of 1

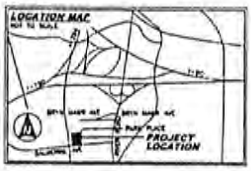
EXHIBIT A

EXHIBIT B

Premises Site Plan

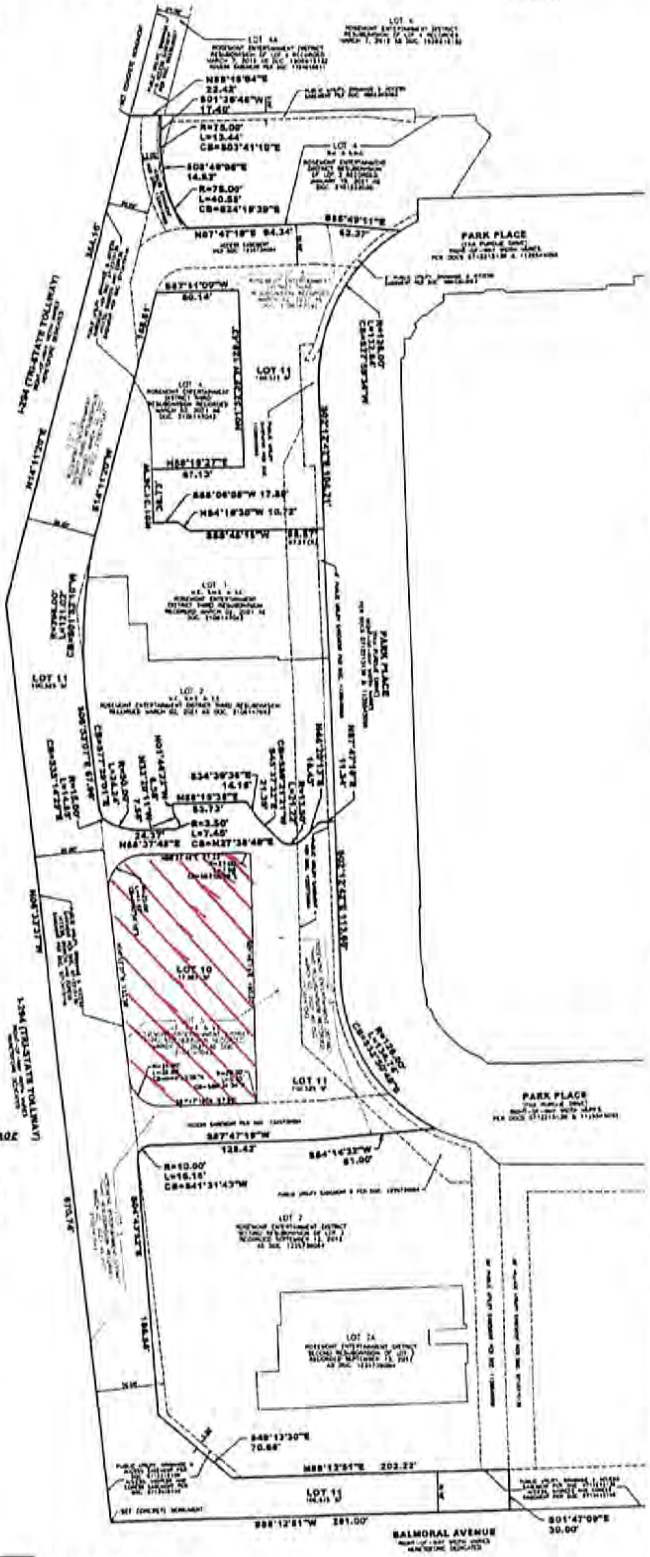
ROSEMONT ENTERTAINMENT DISTRICT SIXTH RESUBDIVISION

BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



AREA:
PROPERTY CONTAINS 119,826 SQUARE FEET OR 2.751 ACRES MORE OR LESS

P.I.N.'s:



LEGEND:

	BOUNDARY LINE
	PROPOSED LOT LINE
	EASEMENT LINE
	EXISTING RIGHT-OF-WAY LINE
	UNDERLYING LOT LINE
	EXISTING LOT LINE
CHD=	CHORD LENGTH
CB=	CHORD BEARING
L=	ARC LENGTH
R=	RADIUS
SF	SQUARE FEET
B.M.S.M.E.	BLANKET UTILITY AND STORMWATER MANAGEMENT EASEMENT
S.M.E.	STORMWATER MANAGEMENT EASEMENT
S.E.	SIGN EASEMENT
U.E.	UTILITY EASEMENT

NOTES:

1. THIS PLAT IS BASED ON PART ON INFORMATION CONTAINED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 4-0128257 WITH A COMMITMENT DATE OF DECEMBER 11, 2025 AND ISSUED FOR PURPOSES OF THE LEGAL DESCRIPTION AND APPLICABLE EXCEPTIONS TO TITLE ON THE DESCRIPTION OF THE PROPERTY.
2. BEARINGS SHOWN ON ROSEMONT ENTERTAINMENT DISTRICT SUBDIVISION RECORDED MAY 3, 2007 AS DOCUMENT NUMBER 0711215130.
3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. REFER TO THE DATED TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS NOT SHOWN HEREON.
6. FOR ADDITIONAL INFORMATION PERTAINING TO DEFINITIONS/LISTS OF EASEMENTS, DETAILED AND OTHER MATTERS, SEE DECLARATION OF EASEMENTS, CONDITIONS AND RESTRICTIONS RECORDED BY SEPARATE DOCUMENT.
7. UPON COMPLETION OF CONSTRUCTION, IRON REBAR SHALL BE PLACED AT ALL CORNER OF THE EXTERIOR BOUNDARY, LOT CORNERS AND CRITICAL POINTS ALONG THE RIGHTS-OF-WAY UNLESS NOTED OTHERWISE.
8. ALL AREAS ARE MORE OR LESS.
9. ANY NEW EASEMENTS ARE GRANTED ON THIS PLAT. EASEMENTS SHOWN HEREON ARE GRANTED BY DOCUMENT NUMBER 2108214142 UNLESS SHOWN OTHERWISE.

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

THE VILLAGE OF ROSEMONT, AN ILLINOIS MUNICIPAL CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF PART OF THE LAND DESCRIBED, HEREON AND DEPICTED ON THIS PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ADOPT AND ACCEPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.

PROPERTY DESCRIBED HEREON IS WITHIN SCHOOL DISTRICT:
- ROSEMONT SCHOOL DISTRICT 78
- LEYDEN COMMUNITY HIGH SCHOOL 212
- TRITON COMMUNITY COLLEGE DISTRICT 504

THIS 14th DAY OF April 2026

BRYAN S. STRAUSS
MAYOR, VILLAGE OF ROSEMONT

ATTEST: Kathryn Lowler
KATHRYN LOWLER
VILLAGE CLERK, VILLAGE OF ROSEMONT

NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY BRYAN S. STRAUSS, PERSONALLY KNOWN TO ME AS THE MAYOR OF THE VILLAGE OF ROSEMONT, AN ILLINOIS MUNICIPAL CORPORATION, AND KATHRYN LOWLER, PERSONALLY KNOWN TO ME AS THE VILLAGE CLERK OF SAID VILLAGE, AND PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH MAYOR AND VILLAGE CLERK, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT AS SUCH MAYOR AND VILLAGE CLERK THEY SIGNED AND DELIVERED THE SAID INSTRUMENT OF THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF THE VILLAGE OF ROSEMONT, FOR THE USES AND PURPOSES SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 14th
DAY OF April
COMMISSION EXPIRES 4-5-2026
NOTARY

"OFFICIAL SEAL"
SHELLY C ANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/5/2026

DESIGN ENGINEER'S CERTIFICATE AS TO DRAINAGE

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE DEVELOPER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REASONABLY SAFEGUARD THE PROPERTY AGAINST FLOODING AND ADVERSE EFFECTS TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 14th DAY OF April A.D., 2026, IN ROSEMONT, ILLINOIS.

VILLAGE ENGINEER OF ROSEMONT

REGISTERED ILLINOIS PROFESSIONAL ENGINEER
NO. 062.058
STATE OF ILLINOIS

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

I, KATHRYN LOWLER, VILLAGE COLLECTOR OF ROSEMONT, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPLIED TO ANY OF THE UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE WITHIN PLAT OF SUBDIVISION AS SHOWN BY THE RECORDS IN MY OFFICE.

THIS 14th DAY OF April 2026

VILLAGE COLLECTOR

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

APPROVED AND ACCEPTED THIS 14th DAY OF April A.D. 2026 BY THE VILLAGE OF ROSEMONT, ILLINOIS.

BY: BRYAN S. STRAUSS
MAYOR

ATTEST: Kathryn Lowler
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

REVIEWED BY THE PLAN COMMISSION/ZONING BOARD OF APPEALS OF THE VILLAGE OF ROSEMONT ON THE 14th DAY OF April A.D. 2026

VILLAGE (A) ROSEMONT PLANNING COMMISSIONER
CHAIRMAN
COMMISSIONER

AUTHORIZATION TO RECORD CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

MC MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-005981, HEREBY GRANT PERMISSION TO _____ TO RECORD THIS PLAT OF SUBDIVISION.

DATED THIS 14th DAY OF April 2026, IN ROSEMONT, ILLINOIS.

SCOTT A. GRAY
EMAIL: sgray@mackieconsultants.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003810
LICENSE EXPIRES: NOVEMBER 30, 2026

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

MC MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-005981, DO HEREBY CERTIFY THAT WE HAVE SURVEYED, RESUBDIVIDED AND PLATTED FOR THE OWNER THEREOF THE FOLLOWING DESCRIBED PROPERTY, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY, SUBDIVISION AND PLAT.

LOTS 1 AND 2 IN THE ROSEMONT ENTERTAINMENT DISTRICT THIRD RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 02, 2021 AS DOCUMENT NUMBER 2108214142.

WE FURTHER CERTIFY THAT THE PROPERTY IS LOCATED WITHIN THE VILLAGE OF ROSEMONT WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND ZONE AND SUBDIVISION ORDINANCE AND IS WITHIN THE JURISDICTION OF SECTION 11 OF THE ILLINOIS MUNICIPAL CODE, AS AMENDED.

WE FURTHER CERTIFY THAT ACCORDING TO OUR INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT UNDER THE AREA OF THE HEREON DESCRIBED PROPERTY FALLS WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP), THAT NUMBER 17031C0751J WITH A MAP REVISED DATE OF AUGUST 19, 2008, SUBJECT TO MAP INTERPRETATION AND SCALING.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF April 2026, IN ROSEMONT, ILLINOIS.

SCOTT A. GRAY
EMAIL: sgray@mackieconsultants.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003810
LICENSE EXPIRES: NOVEMBER 30, 2026

PROFESSIONAL LAND SURVEYOR
035-003810
STATE OF ILLINOIS

PLAT PREPARED FOR & SEND NEXT TAX BILL TO:

VILLAGE OF ROSEMONT
9501 West Devon Avenue
Rosemont, Illinois 60018

AFTER RECORDING RETURN TO:

JOHN SCHWANKE
DOMINIC A. ROSE, PE
9501 WEST DEVON AVENUE
ROSEMONT, IL 60018
(312) 541-7579

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

NO.	DESCRIPTION OF REVISION	BY
04-29-26	UPDATE NOTE 1 AND YEAR ON CERTIFICATES	GHP
04-16		

DESIGNED	
DRAWN	SMD
APPROVED	GHP
DATE	04-03-26
SCALE	1" = 40'

ROSEMONT ENTERTAINMENT DISTRICT SIXTH RESUBDIVISION
ROSEMONT, ILLINOIS

SHEET 1 OF 1
PROJECT NUMBER 3324
© MACKIE CONSULTANTS, LLC 2026
ILLINOIS FIRM LICENSE NO. 184-005981

EXHIBIT C

Parking Agreement

PARKING AGREEMENT

between

The Village of Rosemont,
an Illinois municipal corporation

and

Chubby Cattle Rosemont, LLC d/b/a Chubby Cattle,
an Illinois limited liability company

December 18, 2025

PARKING AGREEMENT

This Parking Agreement (the "Parking Agreement") is made as of the 18th day of December, 2025 ("Effective Date") by and between the VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation, ("Village") and CHUBBY CATTLE ROSEMONT, LLC d/b/a Chubby Cattle, an Illinois limited liability company ("Chubby Cattle Rosemont LLC").

RECITALS

A. The Village and Chubby Cattle Rosemont LLC entered into a Lease dated December 18, 2025 ("Lease") whereby the Village agreed to lease and Chubby Cattle Rosemont LLC agreed to lease from the Village certain real estate located in the Village of Rosemont, Illinois.

B. The LEASE provides that the Village and Chubby Cattle Rosemont LLC shall enter into this Parking Agreement.

C. The Village is the holder of legal title to a certain parcel of land which is improved with a municipally-owned parking structure commonly known as the Entertainment District Parking Structure and having the common address of 9550 Williams Street, Rosemont, IL and as depicted on Exhibit A attached hereto and made a part hereof (the "Parking Garage") and the Village owns, controls and operates certain surface parking spaces and area (the "Surface Parking") within the municipally-owned Parkway Bank Park at Rosemont (the "Park"). Together the spaces within the Parking Garage and the Surface Parking are hereinafter sometimes collectively referred to as the "Parking Spaces".

D. Chubby Cattle Rosemont LLC is leasing for commercial and retail use a certain parcel of land legally described on Exhibit B attached hereto and made a part hereof (the "Property") improved with a building (the "Chubby Cattle Rosemont LLC Building").

E. It is the intention of the Village and Chubby Cattle Rosemont LLC to enter into this Parking Agreement to provide Chubby Cattle Rosemont LLC, its tenants, customers, employees, guests, patrons, licensees, contractors, and invitees of the Property (all of whom are collectively referred to herein as "Authorized Users") with the right to the non-exclusive use of the Parking Spaces.

F. This Parking Agreement provides for the respective parties' responsibilities, liabilities and indemnities with regard to the Parking Spaces and is intended by the parties to provide to Chubby Cattle Rosemont LLC the non-exclusive right to the use the Parking Spaces.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Chubby Cattle Rosemont LLC agree as follows:

1. Recitals. The foregoing recitals are material to this Parking Agreement and are incorporated herein as though fully set forth in this Section 1 and any terms used in this Parking Agreement which are defined in the Recitals shall have the same definition for purposes of this Parking Agreement.

2. Parking Agreement Granted. The Village grants to Chubby Cattle Rosemont LLC and its successors and assigns, this Parking Agreement providing for the non-exclusive right to use the Parking Spaces for the parking of motor vehicles of Chubby Cattle Rosemont LLC and Authorized Users subject to the terms of this Parking Agreement. The Village agrees that the Parking Spaces are sufficient to meet the Village of Rosemont's parking requirements for Chubby Cattle Rosemont LLC and the Property.

3. Term. The term of this Parking Agreement (the "Term") shall naturally expire ninety-nine (99) years from the Effective Date (the "Expiration Date"). If the Parking Spaces are no longer available, the Village shall provide alternate parking sufficient to meet the Village of Rosemont's parking requirements for Chubby Cattle Rosemont LLC and the Property on such reasonably similar terms as those contained in this Parking Agreement.

4. First 25-Year Period; Remainder of Term. Subject to the terms of this Parking Agreement and other than the Park common area maintenance charge and promotional fee (together the "Park CAM and Promo Charge") as set forth in Section 7 below, there shall be free parking with validation for Chubby Cattle Rosemont LLC and its Authorized Users for the first twenty-five (25) years (the "First 25-Year Period") of the Term. The Village shall provide Chubby Cattle Rosemont LLC with a single parking validation unit. In the event Chubby Cattle Rosemont LLC requests additional parking validation equipment in addition to the single parking validation unit that the Village will provide, Chubby Cattle Rosemont LLC shall be responsible for the cost, maintenance, repair and replacement of such additional parking validation equipment. Following the First 25-Year Period, Chubby Cattle Rosemont LLC and its Authorized Users shall have the right to use the Parking Spaces for the remainder of the Term with the Village having the right to charge a reasonable market parking fee to Chubby Cattle Rosemont LLC and its Authorized Users which will be the same as that being charged to other similar owners in the Park.

5. Valet Service. Chubby Cattle Rosemont LLC shall not have the right to operate its own valet service to serve the Property unless the Village ceases to operate its own valet service or allow a third-party valet service to serve the Parkway Bank Park at Rosemont.

6. Operation of the Parking Spaces.

A. The Parking Spaces shall be accessible for pedestrian and vehicular ingress and egress by Chubby Cattle Rosemont LLC and Authorized Users on a daily basis, provided that the Village, upon at least three (3) days' prior written notice to Chubby Cattle Rosemont LLC(except in case of emergency in which case notice shall be given as soon as possible) may temporarily limit the accessibility of the Parking Spaces where it is necessary in order to perform repair or maintenance work on the Parking Spaces. In the event Chubby Cattle Rosemont LLC's inability to use the Parking Spaces continues for more than seven (7) consecutive days, then Chubby Cattle Rosemont LLC obligation to pay the charges specified in Section 7 below shall abate until the Parking Spaces are made available to Chubby Cattle Rosemont LLC.

B. The Village shall have the sole responsibility for operating the Parking spaces. The Parking Spaces shall be operated by the Village in accordance with a standard which

is the equivalent or greater than the highest standards which the Village uses to operate other public parking garages, facilities and spaces owned by and operated by or on behalf of the Village.

C. The Village shall provide Chubby Cattle Rosemont LLC with a single parking validation unit and shall be responsible for maintenance, repair and replacement of such parking validation unit. In the event Chubby Cattle Rosemont LLC requests additional parking validation equipment, Chubby Cattle Rosemont LLC shall be responsible for the cost, maintenance repair and replacement of such additional parking validation equipment.

D. Chubby Cattle Rosemont LLC shall use the Parking Spaces only for the purpose of providing parking spaces for Authorized Users. Chubby Cattle Rosemont LLC and its Authorized Users shall not (i) injure, overload, deface or otherwise harm the Parking Spaces or commit any nuisance thereon or use the Parking Spaces in a manner which tends to create a nuisance, (ii) make any use of the Parking Spaces which is improper, offensive or contrary to any law, ordinance or regulation of any governmental authority or this Parking Agreement (iii) use any advertising in the Parking Spaces that is not specifically authorized by the Village (iv) load or unload any truck or any delivery vehicle in any area of the Parking Spaces and (v) use the Parking Spaces for an off-site airport parking enterprise. The Village hereby grants Chubby Cattle Rosemont LLC and its Authorized Users the non-exclusive right to use all access drives, walkways, elevators and other areas of the Parking Garage reasonably necessary or convenient to access the Parking Spaces, the Chubby Cattle Rosemont LLC Building and the Property.

7. Repair and Maintenance of the Parking Garage and Parking Spaces; Park CAM and Promotional Charge.

A. The Village shall be responsible for repairing and maintaining the Parking Garage and the Parking Spaces. The Village shall maintain (or cause to be maintained, operated and repaired) the Parking Garage and the Parking Spaces in an economical and efficient manner according to a commercially reasonable standard for comparable municipally owned and operated parking garages, facilities and parking spaces located in Rosemont, Illinois including but not limited to repairing and replacing paving and keeping the Parking Spaces in a neat, clean, orderly and slightly condition.

B. The Village shall keep the Parking Garage suitably lighted during all non-daylight hours.

C. The Village has instituted a Park CAM and Promo Charge related to the common area maintenance costs associated with the repair and maintenance of the Park, the Parking Garage and the Parking Spaces and to promote the Park and businesses in the Park. Chubby Cattle Rosemont LLC 's Park CAM shall be calculated at $5.00 per square foot and Promo Charge shall be calculated at $2.00 per square foot on the 9,480 square feet of enclosed first floor space of the Chubby Cattle Rosemont LLC Building and shall commence as of the Effective Date hereof provided that if the Effective Date is after December 31, 2025 then as of January 1, 2026, Chubby Cattle Rosemont LLC's Park CAM shall be calculated at $5.15 per square foot and Promo Charge shall be calculated at $2.06 per square foot. Following January 1, 2026, Chubby Cattle Rosemont LLC's Park CAM and Promo Charge shall increase three percent (3%) per year thereafter on January 1 of each year. Chubby Cattle Rosemont LLC's Park CAM

and Promo Charge shall be invoiced on a monthly basis by the Village and paid within thirty (30) days of Chubby Cattle Rosemont LLC 's receipt of the invoice.

8. Rules and Regulations. The Village shall have the right to impose rules and regulations relating to the use and operation of the Parking Spaces provided that such rules and regulations are not inconsistent with the provisions of this Parking Agreement, and are enforced on a uniform basis for similarly situated users of the Parking Spaces.

9. Cooperation. Chubby Cattle Rosemont LLC and the Village shall cooperate with one another and other users of the Parking Spaces as may be required to maintain and enhance the orderly and efficient operation of the Parking Spaces. Each of the parties acknowledges the working nature of this Parking Agreement and each party agrees to cooperate and consult with the other party in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by this Parking Agreement.

10. Indemnification. Chubby Cattle Rosemont LLC and its successors and assigns shall indemnify and hold harmless the Village, its agents, officers, contractors, employees, its Authorized Users and successors from and against any and all liability, loss, damage, costs and expenses (including reasonable attorney's fees) for injury to persons or death or property damage arising out of or resulting from Chubby Cattle Rosemont LLC or an Authorized User's use of the Parking Spaces except for such liability, loss, damage, costs and expenses arising from the negligent or intentional acts of the Village or its agents. The Village shall indemnify and hold harmless Chubby Cattle Rosemont LLC, its agents, officers, contractors, employees, its Authorized Users and successors from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to persons or death or property damage arising out of or resulting from negligent or intentional acts of the Village or its agents in connection with the ownership or operation of the Parking Spaces.

11. Notices, Demands and Other Instruments. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Parking Agreement shall be in writing and shall be deemed to have been properly given if personally delivered, sent, postage prepaid, by first class registered or certified United States mail, return receipt requested or by prepaid overnight courier, addressed to each party hereto at the following address:

Village:	Village of Rosemont Attention: Village Clerk 9501 West Devon Rosemont, IL 60018 Telephone: (847) 825-4404
With a copy to:	Ryan & Ryan Law, LLC Attention: William Ryan 9501 West Devon, Suite 300 Rosemont, IL 60018 Telephone: (847) 825-8600

Chubby Cattle Rosemont LLC:

2400 S Wentworth Ave
Chicago-IL 60616.

or at such other address(es) in the United States as Village or Chubby Cattle Rosemont LLC may from time to time designate by like notice. Any such notice, demand, request or other communication shall be considered received on the date of personal delivery or on the date of actual receipt or three (3) business days after deposit in the United States mail as provided above or the next business day after deposit with an overnight courier. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

12. Certifications by Village. The Village shall upon request of Chubby Cattle Rosemont LLC certify whether this Parking Agreement is in full force and effect, whether this Parking Agreement is modified or unmodified, and whether or not there exists any default in the Parking Agreement or provision contained in the Parking Agreement. It is intended by the parties hereto that such statements may be relied upon by the requesting party or the party to whom the Village is asked by Chubby Cattle Rosemont LLC to make the certification.

13. Attorney's Fees and Costs. In the event of any action at law or inequity in relation to this Parking Agreement, the prevailing party shall be entitled to recover a reasonable sum for the attorneys' fees it incurred as a result of this action.

14. Default. If either party (the "Defaulting Party") fails to perform any of the terms, covenants, agreements or conditions on its part to be performed under this Parking Agreement and such failure continues uncorrected for fifteen (15) days, after notice from the other party, the non-defaulting party ("Non-Defaulting Party"), the Non-Defaulting Party may invoke any right or remedy allowed at law or in equity or by statute or otherwise. If any default by a Defaulting Party cannot reasonably be remedied within fifteen (15) days after written notice of the default from the Non-Defaulting Party and if the Defaulting Party has commenced to remedy such default and diligently pursues such remedy thereafter, then the Defaulting Party shall have such additional time as is reasonably necessary to remedy the default before this Parking Agreement can be terminated or other remedies enforced.

15. Chubby Cattle Rosemont LLC Assignment and Transfer of Parking Agreement. The terms and provisions of this Parking Agreement shall run with the land and shall be transferable to any successor owner of the Property provided a transfer includes the transfer of all of the Property and all rights and obligations of Chubby Cattle Rosemont LLC under this Parking Agreement.

16. Provisions of Law Deemed Included. Each and every provision of state and federal law required to be included in municipal agreements shall be deemed to be included herein, and this Parking Agreement shall be read, construed and enforced as though the same were included herein. If, through mistake, inadvertence or otherwise, any such provision or clause is not included herein or is incorrectly included herein, then, upon application of either party hereto, this Parking Agreement shall forthwith be amended to include the same or to correct the inclusions of the same and shall be deemed to have been so amended from the Effective Date hereof.

17. Invalid Provisions. If any provision of this Parking Agreement is held invalid, the remainder of this Parking Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Parking Agreement can be reasonably performed without material hardship.

18. Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Parking Agreement. This Parking Agreement shall become effective only upon execution and delivery thereof by the Village and Chubby Cattle Rosemont LLC. This Parking Agreement has been negotiated by the Village and Chubby Cattle Rosemont LLC and the Parking Agreement, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either the Village or Chubby Cattle Rosemont LLC, but by both equally.

19. Submission to Jurisdiction. Each party to this Parking Agreement hereby submits to the jurisdiction of the State of Illinois, Cook County and the courts thereof for the purposes of any suit, action or other proceeding arising out of or relating to this Parking Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

20. Entire Agreement. This Parking Agreement contains the entire agreement of the parties hereto respecting the subject matters of this Parking Agreement and supersedes all prior understandings, contracts or agreements.

21. Captions. The Article headings and captions of this Parking Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Parking Agreement or in any way affect this Parking Agreement.

22. Authority. Each party represents that the execution of this Parking Agreement by the signatories set forth below and the performance of the terms of the Parking Agreement have been duly authorized by their respective governing authority.

23. Real Estate, Use or Leasehold Taxes. The parties acknowledge that currently the Parking Spaces are exempt from real estate taxes, use or leasehold taxes under Illinois law. Chubby Cattle Rosemont LLC shall not be liable for payment of real estate taxes, use or leasehold taxes, or any other Cook County, Illinois taxes are levied against the Parking Spaces

(any such taxes being referred to herein as "Parking Right Taxes") levied for the First 25-Year Period of the Term regardless of whether the Village or Chubby Cattle Rosemont LLC is assessed any Parking Right Taxes. During the First 25-Year Period of the Term the Village will be responsible for any Parking Right Taxes regardless of whether the Village or Chubby Cattle Rosemont LLC is assessed any Parking Right Taxes. Following said First 25-Year Period of the Term Chubby Cattle Rosemont LLC will be responsible for and shall pay its proportionate share of 3.6 % of the Parking Right Taxes as calculated and prorated on the ratio that the overall 9,480 square footage of the Chubby Cattle Rosemont LLC Premises bears to the gross overall 146,417 square footage of all buildings that are within the Park (except for the Aloft hotel, the AMC movie theater, the iFly and the Big Ten buildings) as of the Effective Date and from time to time thereafter during the Term. regardless of whether the Village or Chubby Cattle Rosemont LLC is assessed such Parking Right Taxes.

24. Required Insurance Coverages. Chubby Cattle Rosemont LLC shall secure or cause others to secure and keep in full force and effect during the entire Term of this Parking Agreement such insurance against any risk and peril for Chubby Cattle Rosemont LLC, its invitees, employees, its Authorized Users and customers including but not limited to Chubby Cattle Rosemont LLC's employer's liability, garage liability and garage legal liability related to Chubby Cattle Rosemont LLC's use of the Parking Spaces and general liability insurance for any occurrence on or about the Parking Spaces in limits of not less than $5,000,000.00 combined single limit per occurrence for bodily injury and property damage. Notwithstanding the foregoing to the contrary, the Village acknowledges that Chubby Cattle Rosemont LLC shall be permitted to utilize its umbrella coverage to satisfy the coverage amounts herein as it relates to Chubby Cattle Rosemont LLC, its successors and assigns and its Authorized Users use of the Parking Spaces.

25. Replacement Parking. In the event at any time during the Term the majority of the Parking Spaces within the Parking Garage are not available for use by Chubby Cattle Rosemont LLC and its Authorized Users, the Village will work with Chubby Cattle Rosemont LLC to provide replacement parking in close proximity.

26. Recording of Memorandum. Upon execution hereof, the parties hereto shall enter into a Memorandum of Parking Agreement in recordable form, which Memorandum shall be recorded by either party in the recorder's office against the Property provided however, that no economic terms shall be described in the Memorandum.

27. Non-Liability of Village Officials and Employees. No present or future official, employee or agent of the Village shall have any personal liability, directly or indirectly, under or in connection with this Parking Agreement or any agreement made or entered into under or in connection with the provisions of this Parking Agreement, and Chubby Cattle Rosemont LLC and its successors and assigns shall look solely to the Village for the payment of any claim or for any performance, and Chubby Cattle Rosemont LLC hereby waives any and all such personal liability. The provisions of this Section 26 shall survive the termination of this Parking Agreement.

28. Successors and Assigns. The terms herein contained in this Parking Agreement shall bind and inure to the benefit of the Village and its successors and assigns, and Chubby Cattle Rosemont LLC, and its authorized successors and assigns.

29. Multiple Counterparts. This Parking Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one agreement, but in making proof of this Parking Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this Parking Agreement as of the day and year first set forth above.

VILLAGE:

VILLAGE OF ROSEMONT

By: _____
Name: Bradley A. Stephens
Its: President

Attest:

By: _____
Name: Kathryn Lawler
Its: Village Clerk

CHUBBY CATTLE ROSEMONT LLC:

CHUBBY CATTLE ROSEMONT LLC,
An Illinois limited liability company

By: _____
Name: Kenny Yang
Its: Owner

List of Exhibits

Exhibit A Depiction of Entertainment District Parking Structure

Exhibit B Legal Description of Property

EXHIBIT A

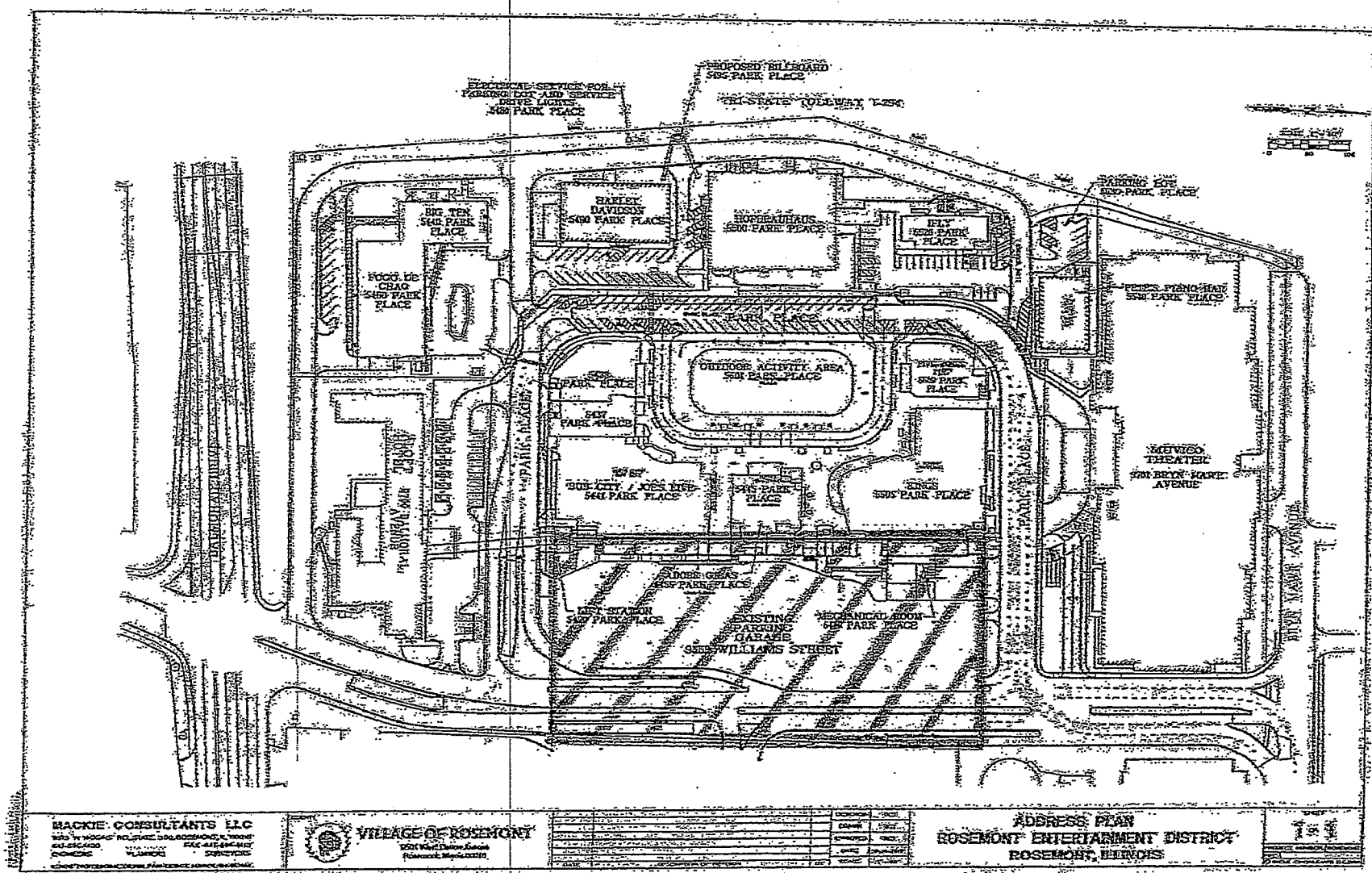

PROPOSED BILLBOARD
5495 PARK PLACE
ELECTRICAL SERVICE FOR PARKING LOT AND SERVICE DRIVE LIGHTS
5480 PARK PLACE
TRI-STATE TOLLWAY I-294
PARKING LOT
5500 PARK PLACE
BIG TEN
5440 PARK PLACE
HARLEY DAVIDSON
5490 PARK PLACE
HOPBEAUHAUS
5500 PARK PLACE
IFLY
5520 PARK PLACE
FOGO DE CHAO
5450 PARK PLACE
PETES PIANO BAR
5540 PARK PLACE
PARK PLACE
OUTDOOR ACTIVITY AREA
5501 PARK PLACE
5437 PARK PLACE
SUB CITY / JOES LIVE
5441 PARK PLACE
5415 PARK PLACE
KINGS
5505 PARK PLACE
MUVICO THEATER
5701 BRYN MAWR AVENUE
BRYN MAWR AVENUE
DOBE GEAR
5455 PARK PLACE
LIFT STATION
5427 PARK PLACE
EXISTING PARKING GARAGE
WILLIAMS STREET
MECHANICAL ROOM
5415 PARK PLACE
MACKIE CONSULTANTS LLC
VILLAGE OF ROSEMONT
ADDRESS PLAN
ROSEMONT ENTERTAINMENT DISTRICT
ROSEMONT, ILLINOIS

EXHIBIT B

Premises Site Plan

EXHIBIT D

Note

This instrument prepared by and after recording should be returned to:

Ryan & Ryan Law, LLC
9501 Technology Boulevard
Suite 4300
Rosemont, IL 60018

NOTE

Principal Amount: $500,000 .00
Date of Note: _____ ___, 202___

FOR VALUE RECEIVED, the undersigned, Kenny Yang, an individual, (the "**Maker**"), hereby covenants and promises to pay to the order of the Village of Rosemont, an Illinois municipal corporation (the "**Payee**" or "**Village**"), at the Payee's offices at 9501 Technology Boulevard, Suite 4000, Rosemont, Illinois, 60018, or at such other address hereinafter designated by Payee in writing as Payee may from time to time direct, in lawful money of the United States, at the times set forth herein, the principal sum of **Five Hundred Thousand and 00/100 Dollars ($500,000.00)** (the "**Principal**"), together with interest, payable monthly at the interest rate of **six percent (6%)** per annum (the "**Interest**") calculated and payable on the applicable dates as set forth on Exhibit A attached hereto and made a part hereof and in the manner described below. The loan funds will be contributed by Maker to Chubby Cattle Rosemont, LLC ("**Chubby Cattle Rosemont**"), which is an affiliate of Maker, to be used exclusively for the remodeling and renovation of that certain restaurant space having the common addresses of 5490 Park Place, Rosemont, Illinois 60018 (the "**Chubby Cattle Leased Premieses**"). The entire Principal shall be disbursed by Payee to Maker on the Note Funding Date (defined below).

1. **Payments**. The Maker will pay the Interest monthly from the funding date of _____, 202__ (the "**Note Funding Date**") to a date no later than the third (3rd) anniversary of the Note Funding Date (the "**Maturity Date**") in the amount of **_____ and 00/100 Dollars ($_____.00)** per month pursuant to the payment schedule attached hereto as Exhibit A and made a part hereof. All outstanding remaining Principal of this Note and any final Interest payment shall be due to the Village of Rosemont and paid by the Maker in full and without demand on the Maturity Date. Interest on this Note shall be payable monthly on or before the first (1st) day of each month, commencing _____, 2026, and continuing on the first (1st) day of each month thereafter, to and including the Maturity Date. Interest shall be payable in arrears as of the Note Funding Date, prorated for any partial calendar month and payable on the applicable dates as set forth on Exhibit A and. In the event any payment comes due on a weekend or holiday, the due date for the payment shall be on the next business day.

2. **Prepayments**.

(a) **Prepayments**. Maker may at any time upon no less than two (2) days' prior written notice to Payee prepay all or a portion of the Principal of this Note (such payment of Principal only shall be considered a "**Prepayment**") without penalty or payment of a prepayment charge. All Prepayments shall

be applied as follows: (i) first to accrued and unpaid Interest, and (ii) second, to the Principal balance of this Note.

(b) **Setoff**. Maker shall not be entitled to any setoff under this Note against or with respect of any indebtedness, liabilities or obligations of Payee to Maker, whether now existing or hereafter rising.

3. **Default**.

(a) **Default**. In accordance with the terms, covenants, conditions, provisions and agreements of Note and notwithstanding anything in this Note to the contrary, upon an occurrence of any of the following (i) failure of Maker to pay any monthly payment of interest within five (5) days of the due date therefor; or (ii) failure of Maker to pay the remaining outstanding Principal and any final interest on the Maturity Date; or (iii) failure of Chubby Cattle Rosemont to pay any payments due the Village of Rosemont, as landlord, under that certain Lease dated December 18, 2025 (as may be amended, from time to time, the "**Lease**"), including, but not limited to, lease rent, percentage rent, and parking fees, prior to the expiration of any grace or cure period provided therefor in the Lease; or (iv) any delinquency in the payment of any taxes, sales taxes, food and beverage taxes, or any other taxes levied or assessed against the Chubby Cattle Leased Premises or related to operations at the Chubby Cattle Leased Premises (collectively "**Taxes**"), which Taxes are not being contested in accordance with applicable laws, or (v) any delinquency in the payment of any Village of Rosemont water bill or other Village of Rosemont fees and charges related to operations at the Chubby Cattle Leased Premises (collectively "**Village Charges**"), which delinquency remains outstanding for ten (10) days after written notice thereof, the Village may after five (5) business days prior written notice to the Maker declare and make demand that the principal and any remaining interest on this Note are immediately due. If Maker makes the required payment within the five (5) business day period the non-payment subject of the written notice shall not be deemed to constitute a default under this Note. In the event of non-payment within five (5) business days after written notice, Maker shall pay the principal and any remaining interest on the Note within five (5) business days of such demand. Maker hereby acknowledges, agrees, and covenants that (i) Maker's consent or agreement to such demand shall not be needed to allow the Village to pursue full and immediate payment of the Note. Any dispute or challenge by Maker as to the occurrence, validity, correctness or legitimacy of the event of default or any dispute or challenge by Maker as to the validity, correctness or legitimacy of the amount or amounts owed by the Maker shall not prevent, bar, estop, restrict or prohibit the Village from pursuing full and immediate payment of the principal and interest on the Note.

(b) **Waiver**. Maker of this Note waives presentment, protest and demand, notice of protest, of demand and of dishonor and non-payment of this Note in connection with the enforcement of the Payee's rights hereunder or Payee's right to make demand that the Note and any remaining principal and interest payment be immediately due. Maker expressly agrees that this Note, or any payments hereunder, may be extended from time to time by Payee without in any way affecting the liability of Maker. Payee shall not by any act or omission be deemed to have waived any rights or remedies Payee may have hereunder, unless such waiver is in writing and signed by Payee, and then only to the extent specifically set forth therein. A waiver by Payee of one event shall not be construed as containing a bar to or waiver of such right or remedy on a subsequent event and no delay or omission of Payee to exercise any right shall impair any such right or be construed to be a waiver of any right or default.

(c) **Payee Costs.** If any attorney is engaged by Payee involving a claim under this Note, or to represent Payee in any other proceedings whatsoever in connection with the enforcement of this Note, then Maker shall be liable to Payee or any holder hereof for all reasonable attorneys' fees, costs and expenses in connection therewith, in addition to all other amounts due hereunder.

4. **Miscellaneous.**

(a) **Severability.** If any term, covenant or provision contained in this Note, or the application thereof to any person or circumstance, shall be determined to be void, invalid, illegal or

unenforceable to any extent or shall otherwise operate to invalidate this Note, in whole or part, then such term, covenant or provision shall be deemed not contained in this Note; the remainder of this Note shall remain operative and in full force and effect and shall be enforced to the greatest extent permitted by law as if such clause or provision had never been contained herein or therein; and the application of such term, covenant or provision to other persons or circumstances shall not be affected, impaired or restricted thereby.

(b) **Business Loan.** Maker agrees and represents to Payee that the indebtedness and obligation evidenced by this Note constitutes a business loan and is an exempt transaction under the Federal Truth in Lending Act.

(c) **Captions.** The captions or headings at the beginning of any paragraph or portion of any paragraph in this Note are for the convenience of Maker and Payee and for purpose of reference only and shall not limit or otherwise alter the meaning of the provisions of this Note.

(d) **Interest Computation.** All interest payable pursuant to this Note shall be computed on the basis of 360 days per year, 30 days per month for the actual number of days elapsed upon which all or any portion of the principal balance under this Note is outstanding. If any interest is not paid when due, Payee shall have the right, in addition to the rights set forth herein and under law, to compound interest by adding the unpaid interest to principal, with such amount thereafter bearing interest at the Rate provided in this Note.

(e) **Subsequent Holders.** This Note may be endorsed, assigned, pledged or otherwise transferred by Payee upon prior written notice to Maker and without the consent of Maker. Upon any endorsement, assignment, pledge or other transfer of this Note by Payee, the term "Payee" as used herein shall mean the endorsee, assignee, other transferee or successor to Payee then becoming the holder of this Note and the provisions hereof shall inure to the benefit of such endorsee, assignee, other transferee or successor to Payee.

(f) **Assignment.** This Note shall not be assigned by Maker.

(g) **Amendment.** This Note may not be amended, modified or changed nor shall any waiver of any of the provisions hereof be effective, except only by an instrument in writing, signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

(h) **Governing Law.** This Note shall be construed in accordance with, and governed by, the laws of the State of Illinois. Maker agrees that that any action to enforce the terms of this Note shall be brought in the Circuit Court of Cook County, Illinois.

(i) **Guaranty**. The Village would not loan the Principal to Maker but for the guaranty of Kenny Yang pursuant to a written guaranty executed and delivered contemporaneously with this Note.

(j) **Financial Reporting.** The Maker shall submit financial statements to the Village for himself and Chubby Cattle Rosemont semi-annually on January 3rd and June 30 of each year while all or any portion of the principal or interest under this Note remains outstanding.

(k) **Financial Covenants**. Kenny Yang, as guarantor of this Note ("**Guarantor**") must demonstrate in his financial statements liquidity equal to 2.5 times the outstanding principal and demonstrate tangible net worth equal to 5 times the outstanding principal (together the "**Financial Covenants**"). In the event the Financial Covenants are not met at any time while all or any portion of the

EXHIBIT E

Guaranty

GUARANTY AGREEMENT

This **GUARANTY AGREEMENT** entered into this 18th day of December, 2025, by and between **Kenny Yang**, an individual, and individually as guarantor (hereinafter "Guarantor"), and the **Village of Rosemont**, an Illinois municipal corporation, (hereinafter referred to as "Landlord").

WITNESSETH:

WHEREAS, Landlord has entered into a Lease Agreement dated December 18, 2025 with Chubby Cattle Rosemont, LLC d/b/a Chubby Cattle (hereinafter referred to as "Tenant"), for certain premises located at and having the common address of 5490 Park Place, Rosemont, Illinois as more particularly described in the Lease (the Premises").

WHEREAS, Landlord's execution of the Lease is conditioned upon the Guarantor's execution of this Guaranty Agreement; and

WHEREAS, the Guarantor shall derive substantial benefit from the Lease and, in order to induce Landlord to enter into the Lease with Tenant, for the Term of the Lease as more particularly set out in the Lease.

NOW THEREFORE, in consideration for the above-mentioned premises and the promises contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce Landlord to enter into the Lease, the Guarantor, intending to be legally bound, unconditionally and absolutely, jointly and severally agree as follows:

1. **Guaranty.** Guarantor guarantees Tenant's payment of all monetary sums of rent and other financial obligations, and lease performance obligations of the Tenant for the Term of the Lease including, but not limited to, Minimal Rent, Percentage Rent, Additional Ren, real estate taxes, leasehold taxes or any other taxes levied and assessed against the Premises related to Tenant's use and occupancy of the Premises and sales related to Tenant's business operations at the Premises during the Term and, if applicable, principal and interest on the Tenant Improvement Loan as more particularly set out in the Lease) when due and in all events before such become delinquent (the foregoing each individually and together collectively referred to as the "Guaranteed Tenant Obligations").

2. **Term.** Guarantor's obligations under this Guaranty Agreement shall remain in full force and effect for five (5) years beginning with the Rent Commencement Date of the Lease through the end of fifth (5th) year following the Rent Commencement Date (the "Initial Term") for any Guaranteed Tenant Obligations under the Lease and thereafter on a one (1) year rolling basis for only Minimum Rent and triple net expenses for the remainder of the Term of the Lease.

3. **Performance Guaranty.** In the event that Tenant fails to satisfy or secure the Guaranteed Tenant Obligations, Guarantor will promptly and fully satisfy said Guaranteed Tenant Obligations.

4. **Waiver of Notices.** Without notice to or further assent from the Guarantor, Landlord may waive or modify any of the terms or conditions of the Lease or any related Agreements, or compromise, settle or extend the time of payment of any amount due from Tenant or the time of

performance of any obligation of Tenant. Landlord may take such actions without discharging or otherwise affecting the obligations of Guarantor.

5. **Unconditional Obligations.** The liability of the Guarantor is direct, immediate, absolute, continuing and unconditional. Landlord shall not be required to pursue any remedies it may have against Tenant or against any security or other collateral as a condition to enforcement of this Guaranty Agreement. Guarantor shall not be discharged or released by reason of the discharge or release of Tenant for any reason, including a discharge in bankruptcy, receivership or other proceedings, a disaffirmation or rejection of the Lease or related agreements by a trustee, custodian, or other representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitations of the liability of Tenant or any remedy of Landlord. Guarantor assumes all responsibility for keeping itself informed of Tenant's financial condition and assets, and of all other circumstances bearing upon the risk of non-performance by Tenant under the Lease and related agreements. Guarantor agrees that Landlord shall have no duty to advise the Guarantor of information known to it regarding such circumstances or risks. No subletting, assignment or other transfer of said Lease, or any interest therein, shall operate to extinguish or diminish the liability of the Guarantor under this Guaranty Agreement; provided, however, in the event Landlord releases Tenant from its obligations under the Lease as the result of a sublease, assignment or other transfer of the Lease, Guarantor shall be released to the same extent under this Guaranty Agreement. This Guaranty Agreement shall remain in full force and effect, and the Guarantor fully responsible for the Guaranteed Tenant Obligations, without regard to any security or other collateral for the performance of the terms and conditions of the Lease, or the receipt, disposition, application, or release of any security or other collateral, now or hereafter held by or for Landlord.

6. **WAIVER OF JURY TRIAL . GUARANTOR HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION OR PROCEEDING OF ANY TYPE IN WHICH THE GUARANTOR, LANDLORD OR ANY OF THEIR RESPECTIVE SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS ARE A PARTY, AS TO ALL MATTERS AND THINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS GUARANTY AGREEMENT AND THE RELATIONS AMONG THE TENANT, GUARANTOR AND LANDLORD. BY SIGNING THIS INSTRUMENT, THE GUARANTOR HEREBY ACKNOWLEDGES THAT IT AND THE PERSON AUTHORIZED TO SIGN THIS GUARANTY AGREEMENT ON ITS BEHALF HAVE READ THIS INSTRUMENT, HAS HAD THE OPPORTUNITY TO HAVE IT REVIEWED BY LEGAL COUNSEL, UNDERSTANDS, AND AGREES TO THE PROVISIONS CONTAINED HEREIN.**

7. **Subordination of Subrogation Rights.** Guarantor subordinates any and all claims that the Guarantor has or may have against Tenant by reason of subrogation for payments or performance under this Guaranty Agreement or claims for any other reason or cause. Guarantor agrees not to assert any claims which he has or may have against Tenant, including claims by reason of subordination under this Guaranty Agreement, at any time when Tenant is in default under the Lease, until such time as the payment and other obligations of Tenant to Landlord are fully satisfied and discharged.

8. **Setoff.** Guarantor acknowledges that his liability pursuant to this Guaranty Agreement is absolute, and any setoff, recoupment, claim, reduction or diminution of any obligation, or any defense of any kind or nature, which the Tenant may now have, or in the future may have, against Landlord shall not be available under this Guaranty Agreement to the Guarantor against Landlord, except that Guarantor may assert as a defense against Landlord only full payment or performance by Tenant of all obligations to anyone in any amount under the Lease.

9. **Non-Waiver.** Guarantor agrees that no failure on the part of Landlord to exercise any of its rights under this Guaranty Agreement shall be a waiver of such rights or a waiver of any default by Guarantor. Guarantor further agrees that no waiver or modification of any rights of Landlord under this Guaranty Agreement shall be effective unless in writing and signed by an authorized officer of Landlord. Guarantor further agrees that each written waiver shall extend only to the specific instance actually recited in such written waiver and shall not impair the rights of Landlord in any other respect.

10. **Attorney's Fees, Cost and Expense.** Guarantor agrees to pay all reasonable costs and expenses, including reasonable attorney's fees, incurred by Landlord in collecting or enforcing or attempting to collect or enforce the Guaranteed Tenant Obligations.

11. **Enforcement.** Guarantor acknowledges that Landlord may, in its sole discretion, elect to enforce this Guaranty Agreement against all obligations of the Tenant, or any part thereof, against Guarantor without any duty or responsibility to pursue any other person or entity and that such an election by Landlord shall not be a defense to any action Landlord may elect to take against any other Guarantor.

12. **Binding Effect.** Guarantor agrees that this Guaranty Agreement shall be binding upon Guarantor, his heirs, administrators, executors, successors and assigns, and that the assignment or delegation by Landlord of its rights under the Lease or hereunder shall in no way impair or affect this Guaranty Agreement, either with respect to the estate of the person so deceased, which shall continue to be bound, or otherwise. Guarantor further agrees that this Guaranty Agreement shall inure to the benefit of Landlord, its administrators, successors and assigns.

13. **Governing Law.** Guarantor agrees that this Guaranty Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Guarantor agrees that the Courts of Cook County, Illinois and the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction and venue with respect to all actions by or against Guarantor under or pursuant to this Guaranty Agreement and hereby consents to the jurisdiction of such courts and to service of process, effective upon receipt by personal service, overnight express delivery or registered or certified mail to Guarantor at the address given herein for the Guarantor. Guarantor shall promptly notify Landlord in writing of any change in Guarantor' addresses.

14. **Sealed Instrument.** Guarantor recognizes that this Guaranty Agreement when executed constitutes a sealed instrument and as a result the instrument will be enforceable as such without regard to any statute of limitations which might otherwise be applicable and without any consideration.

15. **Severability.** In the event that any one or more of the provisions contained in this Guaranty Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty Agreement, and this Guaranty Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. **Amendment.** No change or modification of this Guaranty Agreement shall be valid unless the same is in writing and signed by Landlord and Guarantor.

17. **Notice.** Each provision of this Guaranty Agreement with reference to the sending, mailing or delivery of any notice, shall be deemed to be complied with when and if the following steps are taken: Any notice, demand, approval, waiver or other communication or document required or

permitted by this Guaranty Agreement ("Notice") shall be in writing and shall be deemed to have been given to the intended recipient (i) if sent by overnight courier, express mail or similar personal delivery, when actually received or rejected by any party at the address of the intended recipient, as noted on the receipt of such delivery service, or (ii) if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties designated below for Notice purposes at the respective street addresses set out opposite their names, Three (3) days after such deposit whether or not received. The party to this Guaranty Agreement may change the address for Notice purposes to such other street address in the continental United States as is specified by written notice delivered in accordance with the provisions of this Section at least Ten (10) days prior to the effective date of such change of address; provided that for purposes of giving Notice as required by this Guaranty Agreement, Notice shall be required to be given to only one addressee at one street address at any given time.

Notice as required by this Guaranty Agreement, Notice shall be required to be given to only one addressee at one street address at any given time.

Landlord:

Village of Rosemont
Attn: Village Clerk
9501Technology Boulevard, Suite 4000
Rosemont, IL 60018

With a copy to:

William E. Ryan
Ryan & Ryan Law, LLC
9501Technology Boulevard, Suite 4300
Rosemont, IL 60018

Guarantor:

Kenny Yang
2400 S wentworth Ave
Chicago, IL. 60616

18. **Counterparts.** This Guaranty Agreement may be executed in multiple counterparts all of which taken together shall constitute one executed original. For purposes of executing this Guaranty Agreement, any signed document transmitted by facsimile machine or a PDF document transmitted by email transmission shall be considered as an original signature and shall be considered to have the same binding legal effect as an original document. At the request of any party, any document transmitted by facsimile or email shall be re-executed by the applicable parties in an original form, it being agreed that the failure by any part to so re-execute such document shall not affect the binding legal effect of such document..

Guarantor Signature Appears on Following Page

IN WITNESS WHEREOF, the Guarantor has set its hand and seal the day and year first above written.

Kenny Yang, an Individual, and Individually as Guarantor

Kenny Yang

GUARNTOR ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ***SS:***
COUNTY OF COOK)

On this, the 18th *day of December, 2025, before me, a Notary Public, Kenny Yang, the, undersigned, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, appeared before me and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.*

IN WITNESS WHEREOF, *I hereunto set my hand and official seal.*

Notary Public

OFFICIAL SEAL
LAUREN E RYAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/12/26

Attachment E2

PARKING AGREEMENT

between

The Village of Rosemont,
an Illinois municipal corporation

and

Chubby Cattle Rosemont, LLC d/b/a Chubby Cattle,
an Illinois limited liability company

December 18, 2025

PARKING AGREEMENT

This Parking Agreement (the "Parking Agreement") is made as of the 18th day of December, 2025 ("Effective Date") by and between the VILLAGE OF ROSEMONT, an Illinois home rule municipal corporation, ("Village") and CHUBBY CATTLE ROSEMONT, LLC d/b/a Chubby Cattle, an Illinois limited liability company ("Chubby Cattle Rosemont LLC").

RECITALS

A. The Village and Chubby Cattle Rosemont LLC entered into a Lease dated December 18, 2025 ("Lease") whereby the Village agreed to lease and Chubby Cattle Rosemont LLC agreed to lease from the Village certain real estate located in the Village of Rosemont, Illinois.

B. The LEASE provides that the Village and Chubby Cattle Rosemont LLC shall enter into this Parking Agreement.

C. The Village is the holder of legal title to a certain parcel of land which is improved with a municipally-owned parking structure commonly known as the Entertainment District Parking Structure and having the common address of 9550 Williams Street, Rosemont, IL and as depicted on Exhibit A attached hereto and made a part hereof (the "Parking Garage") and the Village owns, controls and operates certain surface parking spaces and area (the "Surface Parking") within the municipally-owned Parkway Bank Park at Rosemont (the "Park"). Together the spaces within the Parking Garage and the Surface Parking are hereinafter sometimes collectively referred to as the "Parking Spaces".

D. Chubby Cattle Rosemont LLC is leasing for commercial and retail use a certain parcel of land legally described on Exhibit B attached hereto and made a part hereof (the "Property") improved with a building (the "Chubby Cattle Rosemont LLC Building").

E. It is the intention of the Village and Chubby Cattle Rosemont LLC to enter into this Parking Agreement to provide Chubby Cattle Rosemont LLC, its tenants, customers, employees, guests, patrons, licensees, contractors, and invitees of the Property (all of whom are collectively referred to herein as "Authorized Users") with the right to the non-exclusive use of the Parking Spaces.

F. This Parking Agreement provides for the respective parties' responsibilities, liabilities and indemnities with regard to the Parking Spaces and is intended by the parties to provide to Chubby Cattle Rosemont LLC the non-exclusive right to the use the Parking Spaces.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Chubby Cattle Rosemont LLC agree as follows:

1. Recitals. The foregoing recitals are material to this Parking Agreement and are incorporated herein as though fully set forth in this Section 1 and any terms used in this Parking Agreement which are defined in the Recitals shall have the same definition for purposes of this Parking Agreement.

2. Parking Agreement Granted. The Village grants to Chubby Cattle Rosemont LLC and its successors and assigns, this Parking Agreement providing for the non-exclusive right to use the Parking Spaces for the parking of motor vehicles of Chubby Cattle Rosemont LLC and Authorized Users subject to the terms of this Parking Agreement. The Village agrees that the Parking Spaces are sufficient to meet the Village of Rosemont's parking requirements for Chubby Cattle Rosemont LLC and the Property.

3. Term. The term of this Parking Agreement (the "Term") shall naturally expire ninety-nine (99) years from the Effective Date (the "Expiration Date"). If the Parking Spaces are no longer available, the Village shall provide alternate parking sufficient to meet the Village of Rosemont's parking requirements for Chubby Cattle Rosemont LLC and the Property on such reasonably similar terms as those contained in this Parking Agreement.

4. First 25-Year Period; Remainder of Term. Subject to the terms of this Parking Agreement and other than the Park common area maintenance charge and promotional fee (together the "Park CAM and Promo Charge") as set forth in Section 7 below, there shall be free parking with validation for Chubby Cattle Rosemont LLC and its Authorized Users for the first twenty-five (25) years (the "First 25-Year Period") of the Term. The Village shall provide Chubby Cattle Rosemont LLC with a single parking validation unit. In the event Chubby Cattle Rosemont LLC requests additional parking validation equipment in addition to the single parking validation unit that the Village will provide, Chubby Cattle Rosemont LLC shall be responsible for the cost, maintenance, repair and replacement of such additional parking validation equipment. Following the First 25-Year Period, Chubby Cattle Rosemont LLC and its Authorized Users shall have the right to use the Parking Spaces for the remainder of the Term with the Village having the right to charge a reasonable market parking fee to Chubby Cattle Rosemont LLC and its Authorized Users which will be the same as that being charged to other similar owners in the Park.

5. Valet Service. Chubby Cattle Rosemont LLC shall not have the right to operate its own valet service to serve the Property unless the Village ceases to operate its own valet service or allow a third-party valet service to serve the Parkway Bank Park at Rosemont.

6. Operation of the Parking Spaces.

A. The Parking Spaces shall be accessible for pedestrian and vehicular ingress and egress by Chubby Cattle Rosemont LLC and Authorized Users on a daily basis, provided that the Village, upon at least three (3) days' prior written notice to Chubby Cattle Rosemont LLC(except in case of emergency in which case notice shall be given as soon as possible) may temporarily limit the accessibility of the Parking Spaces where it is necessary in order to perform repair or maintenance work on the Parking Spaces. In the event Chubby Cattle Rosemont LLC's inability to use the Parking Spaces continues for more than seven (7) consecutive days, then Chubby Cattle Rosemont LLC obligation to pay the charges specified in Section 7 below shall abate until the Parking Spaces are made available to Chubby Cattle Rosemont LLC.

B. The Village shall have the sole responsibility for operating the Parking spaces. The Parking Spaces shall be operated by the Village in accordance with a standard which

is the equivalent or greater than the highest standards which the Village uses to operate other public parking garages, facilities and spaces owned by and operated by or on behalf of the Village.

C. The Village shall provide Chubby Cattle Rosemont LLC with a single parking validation unit and shall be responsible for maintenance, repair and replacement of such parking validation unit. In the event Chubby Cattle Rosemont LLC requests additional parking validation equipment, Chubby Cattle Rosemont LLC shall be responsible for the cost, maintenance repair and replacement of such additional parking validation equipment.

D. Chubby Cattle Rosemont LLC shall use the Parking Spaces only for the purpose of providing parking spaces for Authorized Users. Chubby Cattle Rosemont LLC and its Authorized Users shall not (i) injure, overload, deface or otherwise harm the Parking Spaces or commit any nuisance thereon or use the Parking Spaces in a manner which tends to create a nuisance, (ii) make any use of the Parking Spaces which is improper, offensive or contrary to any law, ordinance or regulation of any governmental authority or this Parking Agreement (iii) use any advertising in the Parking Spaces that is not specifically authorized by the Village (iv) load or unload any truck or any delivery vehicle in any area of the Parking Spaces and (v) use the Parking Spaces for an off-site airport parking enterprise. The Village hereby grants Chubby Cattle Rosemont LLC and its Authorized Users the non-exclusive right to use all access drives, walkways, elevators and other areas of the Parking Garage reasonably necessary or convenient to access the Parking Spaces, the Chubby Cattle Rosemont LLC Building and the Property.

7. Repair and Maintenance of the Parking Garage and Parking Spaces; Park CAM and Promotional Charge.

A. The Village shall be responsible for repairing and maintaining the Parking Garage and the Parking Spaces. The Village shall maintain (or cause to be maintained, operated and repaired) the Parking Garage and the Parking Spaces in an economical and efficient manner according to a commercially reasonable standard for comparable municipally owned and operated parking garages, facilities and parking spaces located in Rosemont, Illinois including but not limited to repairing and replacing paving and keeping the Parking Spaces in a neat, clean, orderly and slightly condition.

B. The Village shall keep the Parking Garage suitably lighted during all non-daylight hours.

C. The Village has instituted a Park CAM and Promo Charge related to the common area maintenance costs associated with the repair and maintenance of the Park, the Parking Garage and the Parking Spaces and to promote the Park and businesses in the Park. Chubby Cattle Rosemont LLC 's Park CAM shall be calculated at $5.00 per square foot and Promo Charge shall be calculated at $2.00 per square foot on the 9,480 square feet of enclosed first floor space of the Chubby Cattle Rosemont LLC Building and shall commence as of the Effective Date hereof provided that if the Effective Date is after December 31, 2025 then as of January 1, 2026, Chubby Cattle Rosemont LLC's Park CAM shall be calculated at $5.15 per square foot and Promo Charge shall be calculated at $2.06 per square foot. Following January 1, 2026, Chubby Cattle Rosemont LLC's Park CAM and Promo Charge shall increase three percent (3%) per year thereafter on January 1 of each year. Chubby Cattle Rosemont LLC's Park CAM

and Promo Charge shall be invoiced on a monthly basis by the Village and paid within thirty (30) days of Chubby Cattle Rosemont LLC 's receipt of the invoice.

8. Rules and Regulations. The Village shall have the right to impose rules and regulations relating to the use and operation of the Parking Spaces provided that such rules and regulations are not inconsistent with the provisions of this Parking Agreement, and are enforced on a uniform basis for similarly situated users of the Parking Spaces.

9. Cooperation. Chubby Cattle Rosemont LLC and the Village shall cooperate with one another and other users of the Parking Spaces as may be required to maintain and enhance the orderly and efficient operation of the Parking Spaces. Each of the parties acknowledges the working nature of this Parking Agreement and each party agrees to cooperate and consult with the other party in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by this Parking Agreement.

10. Indemnification. Chubby Cattle Rosemont LLC and its successors and assigns shall indemnify and hold harmless the Village, its agents, officers, contractors, employees, its Authorized Users and successors from and against any and all liability, loss, damage, costs and expenses (including reasonable attorney's fees) for injury to persons or death or property damage arising out of or resulting from Chubby Cattle Rosemont LLC or an Authorized User's use of the Parking Spaces except for such liability, loss, damage, costs and expenses arising from the negligent or intentional acts of the Village or its agents. The Village shall indemnify and hold harmless Chubby Cattle Rosemont LLC, its agents, officers, contractors, employees, its Authorized Users and successors from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to persons or death or property damage arising out of or resulting from negligent or intentional acts of the Village or its agents in connection with the ownership or operation of the Parking Spaces.

11. Notices, Demands and Other Instruments. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Parking Agreement shall be in writing and shall be deemed to have been properly given if personally delivered, sent, postage prepaid, by first class registered or certified United States mail, return receipt requested or by prepaid overnight courier, addressed to each party hereto at the following address:

Village:	Village of Rosemont Attention: Village Clerk 9501 West Devon Rosemont, IL 60018 Telephone: (847) 825-4404
With a copy to:	Ryan & Ryan Law, LLC Attention: William Ryan 9501 West Devon, Suite 300 Rosemont, IL 60018 Telephone: (847) 825-8600

Chubby Cattle Rosemont LLC:

2400 S wentworth Ave
Chicago - IL 60616.

or at such other address(es) in the United States as Village or Chubby Cattle Rosemont LLC may from time to time designate by like notice. Any such notice, demand, request or other communication shall be considered received on the date of personal delivery or on the date of actual receipt or three (3) business days after deposit in the United States mail as provided above or the next business day after deposit with an overnight courier. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

12. Certifications by Village. The Village shall upon request of Chubby Cattle Rosemont LLC certify whether this Parking Agreement is in full force and effect, whether this Parking Agreement is modified or unmodified, and whether or not there exists any default in the Parking Agreement or provision contained in the Parking Agreement. It is intended by the parties hereto that such statements may be relied upon by the requesting party or the party to whom the Village is asked by Chubby Cattle Rosemont LLC to make the certification.

13. Attorney's Fees and Costs. In the event of any action at law or inequity in relation to this Parking Agreement, the prevailing party shall be entitled to recover a reasonable sum for the attorneys' fees it incurred as a result of this action.

14. Default. If either party (the "Defaulting Party") fails to perform any of the terms, covenants, agreements or conditions on its part to be performed under this Parking Agreement and such failure continues uncorrected for fifteen (15) days, after notice from the other party, the non-defaulting party ("Non-Defaulting Party"), the Non-Defaulting Party may invoke any right or remedy allowed at law or in equity or by statute or otherwise. If any default by a Defaulting Party cannot reasonably be remedied within fifteen (15) days after written notice of the default from the Non-Defaulting Party and if the Defaulting Party has commenced to remedy such default and diligently pursues such remedy thereafter, then the Defaulting Party shall have such additional time as is reasonably necessary to remedy the default before this Parking Agreement can be terminated or other remedies enforced.

15. Chubby Cattle Rosemont LLC Assignment and Transfer of Parking Agreement. The terms and provisions of this Parking Agreement shall run with the land and shall be transferable to any successor owner of the Property provided a transfer includes the transfer of all of the Property and all rights and obligations of Chubby Cattle Rosemont LLC under this Parking Agreement.

16. Provisions of Law Deemed Included. Each and every provision of state and federal law required to be included in municipal agreements shall be deemed to be included herein, and this Parking Agreement shall be read, construed and enforced as though the same were included herein. If, through mistake, inadvertence or otherwise, any such provision or clause is not included herein or is incorrectly included herein, then, upon application of either party hereto, this Parking Agreement shall forthwith be amended to include the same or to correct the inclusions of the same and shall be deemed to have been so amended from the Effective Date hereof.

17. Invalid Provisions. If any provision of this Parking Agreement is held invalid, the remainder of this Parking Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Parking Agreement can be reasonably performed without material hardship.

18. Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Parking Agreement. This Parking Agreement shall become effective only upon execution and delivery thereof by the Village and Chubby Cattle Rosemont LLC. This Parking Agreement has been negotiated by the Village and Chubby Cattle Rosemont LLC and the Parking Agreement, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either the Village or Chubby Cattle Rosemont LLC, but by both equally.

19. Submission to Jurisdiction. Each party to this Parking Agreement hereby submits to the jurisdiction of the State of Illinois, Cook County and the courts thereof for the purposes of any suit, action or other proceeding arising out of or relating to this Parking Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

20. Entire Agreement. This Parking Agreement contains the entire agreement of the parties hereto respecting the subject matters of this Parking Agreement and supersedes all prior understandings, contracts or agreements.

21. Captions. The Article headings and captions of this Parking Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Parking Agreement or in any way affect this Parking Agreement.

22. Authority. Each party represents that the execution of this Parking Agreement by the signatories set forth below and the performance of the terms of the Parking Agreement have been duly authorized by their respective governing authority.

23. Real Estate, Use or Leasehold Taxes. The parties acknowledge that currently the Parking Spaces are exempt from real estate taxes, use or leasehold taxes under Illinois law. Chubby Cattle Rosemont LLC shall not be liable for payment of real estate taxes, use or leasehold taxes, or any other Cook County, Illinois taxes are levied against the Parking Spaces

(any such taxes being referred to herein as "Parking Right Taxes") levied for the First 25-Year Period of the Term regardless of whether the Village or Chubby Cattle Rosemont LLC is assessed any Parking Right Taxes. During the First 25-Year Period of the Term the Village will be responsible for any Parking Right Taxes regardless of whether the Village or Chubby Cattle Rosemont LLC is assessed any Parking Right Taxes. Following said First 25-Year Period of the Term Chubby Cattle Rosemont LLC will be responsible for and shall pay its proportionate share of 3.6 % of the Parking Right Taxes as calculated and prorated on the ratio that the overall 9,480 square footage of the Chubby Cattle Rosemont LLC Premises bears to the gross overall 146,417 square footage of all buildings that are within the Park (except for the Aloft hotel, the AMC movie theater, the iFly and the Big Ten buildings) as of the Effective Date and from time to time thereafter during the Term. regardless of whether the Village or Chubby Cattle Rosemont LLC is assessed such Parking Right Taxes.

24. Required Insurance Coverages. Chubby Cattle Rosemont LLC shall secure or cause others to secure and keep in full force and effect during the entire Term of this Parking Agreement such insurance against any risk and peril for Chubby Cattle Rosemont LLC, its invitees, employees, its Authorized Users and customers including but not limited to Chubby Cattle Rosemont LLC's employer's liability, garage liability and garage legal liability related to Chubby Cattle Rosemont LLC's use of the Parking Spaces and general liability insurance for any occurrence on or about the Parking Spaces in limits of not less than $5,000,000.00 combined single limit per occurrence for bodily injury and property damage. Notwithstanding the foregoing to the contrary, the Village acknowledges that Chubby Cattle Rosemont LLC shall be permitted to utilize its umbrella coverage to satisfy the coverage amounts herein as it relates to Chubby Cattle Rosemont LLC, its successors and assigns and its Authorized Users use of the Parking Spaces.

25. Replacement Parking. In the event at any time during the Term the majority of the Parking Spaces within the Parking Garage are not available for use by Chubby Cattle Rosemont LLC and its Authorized Users, the Village will work with Chubby Cattle Rosemont LLC to provide replacement parking in close proximity.

26. Recording of Memorandum. Upon execution hereof, the parties hereto shall enter into a Memorandum of Parking Agreement in recordable form, which Memorandum shall be recorded by either party in the recorder's office against the Property provided however, that no economic terms shall be described in the Memorandum.

27. Non-Liability of Village Officials and Employees. No present or future official, employee or agent of the Village shall have any personal liability, directly or indirectly, under or in connection with this Parking Agreement or any agreement made or entered into under or in connection with the provisions of this Parking Agreement, and Chubby Cattle Rosemont LLC and its successors and assigns shall look solely to the Village for the payment of any claim or for any performance, and Chubby Cattle Rosemont LLC hereby waives any and all such personal liability. The provisions of this Section 26 shall survive the termination of this Parking Agreement.

28. Successors and Assigns. The terms herein contained in this Parking Agreement shall bind and inure to the benefit of the Village and its successors and assigns, and Chubby Cattle Rosemont LLC, and its authorized successors and assigns.

29. Multiple Counterparts. This Parking Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one agreement, but in making proof of this Parking Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this Parking Agreement as of the day and year first set forth above.

VILLAGE:

VILLAGE OF ROSEMONT

By: _____
Name: Bradley A. Stephens
Its: President

Attest:

By: _____
Name: Kathryn Lawler
Its: Village Clerk

CHUBBY CATTLE ROSEMONT LLC:

CHUBBY CATTLE ROSEMONT LLC,
An Illinois limited liability company

By: _____
Name: Kenny Vana
Its: Owner

List of Exhibits

Exhibit A Depiction of Entertainment District Parking Structure

Exhibit B Legal Description of Property

MACKIE CONSULTANTS, LLC
VILLAGE OF ROSEMONT
ADDRESS PLAN
ROSEMONT ENTERTAINMENT DISTRICT
ROSEMONT, ILLINOIS
PARK PLAZA
PARK PLAZA
BALMORAL AVENUE
RIVER ROAD
RIVER ROAD
RIVER ROAD

Attachment K

VILLAGE OF ROSEMONT, ILLINOIS

SCHEDULES OF SPECIAL TAX ALLOCATION FUNDS AND COMPLIANCE WITH STATE OF ILLINOIS INCREMENT ALLOCATION REDEVELOPMENT ACT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2025

9501 Technology Blvd
Rosemont, Illinois 60018
Phone: 847.825.4404
www.rosemont.com

VILLAGE OF ROSEMONT, ILLINOIS
TAX INCREMENT FINANCING AREA FUNDS

TABLE OF CONTENTS

PAGE

Independent Auditor's Report on Compliance and Other Matters with the State of Illinois Tax Increment Allocation Redevelopment Act Based on an Audit of Financial Statements Performed in Accordance with Auditing Standards Generally Accepted in the United States of America 1

SUPPLEMENTAL SCHEDULES

Analysis of the Special Tax Allocation Funds
Section 3.1 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5)) 4

Expenditures from the Special Tax Allocation Funds
Section 3.2 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5)) 5

Breakdown of the Balance in the Special Tax Allocation Funds
Section 3.3 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5)) 6

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE

SUPPLEMENTARY INFORMATION

VILLAGE OF ROSEMONT, ILLINOIS

Analysis of the Special Tax Allocation Funds
Section 3.1 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5))
For the Fiscal Year Ended December 31, 2025

	District #4			District #6			District #7			District #8		
	Current	Cumulative	Percent of Total	Current	Cumulative	Percent of Total	Current	Cumulative	Percent of Total	Current	Cumulative	Percent of Total
Revenues												
Taxes												
Property Taxes	$ 17,609,305	168,368,441	99.79%	4,930,450	34,813,157	97.14%	1,880,193	9,380,117	20.73%	3,744,803	21,866,599	77.42%
Interest	41,258	358,354	0.21%	37,868	142,458	0.40%	194	14,736	0.03%	24,409	102,423	0.36%
Miscellaneous												
Disposal of Capital Assets	—	—	—%	881,224	881,224	2.46%	—	—	—%	—	—	—%
Transfers In	—	—	—%	—	—	—%	35,854,509	35,854,509	79.24%	6,273,756	6,273,756	22.22%
Total Revenues (Increment)	17,650,563	168,726,795	100.00%	5,849,542	35,836,839	100.00%	37,734,896	45,249,362	100.00%	10,042,968	28,242,778	100.00%
Expenditures (Increment)	14,906,122			8,453,138			39,027,828			9,756,962		
Change in Fund Balances	2,744,441			(2,603,596)			(1,292,932)			286,006		
Fund Balances - Beginning	2,673,724			(28,649,298)			(35,941,393)			(19,241,073)		
Fund Balances - Ending	5,418,165			(31,252,894)			(37,234,325)			(18,955,067)		

VILLAGE OF ROSEMONT, ILLINOIS

Expenditures from the Special Tax Allocation Funds
Section 3.2 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5))
For the Fiscal Year Ended December 31, 2025

	District #4	District #6	District #7	District #8
Expenditures (Increment)				
Operating Transfers to Debt Service Funds Used to Pay Debt Service of the TIF Districts	$ 4,973,616	—	—	—
Qualified Redevelopment Costs of the TIF Districts	9,932,506	8,453,138	39,027,828	9,756,962
Total Expenditures (Increment)	14,906,122	8,453,138	39,027,828	9,756,962

VILLAGE OF ROSEMONT, ILLINOIS

Breakdown of the Balance in the Special Tax Allocation Funds
Section 3.3 (65 ILCS 5/11-74.4-5(d)(5) and 65 ILCS 5/11-74.6-22(d)(5))
For the Fiscal Year Ended December 31, 2025

	District #4		District #6		District #7		District #8	
	Amount of Original Issuance	Amount Designated	Amount of Original Issuance	Amount Designated	Amount of Original Issuance	Amount Designated	Amount of Original Issuance	Amount Designated
Amount Available								
Fund Balance - End of Year (Increment)	$	5,418,165		(31,252,894)		(37,234,325)		(18,955,067)
Less Amounts Designated for								
Principal Payments on Bonds Issued								
to Finance Redevelopment Costs:								
General Obligation Bonds, Series 2010A	12,075,000	9,100,000	—	—	—	—	—	—
General Obligation Bonds, Series 2010C	32,635,000	13,795,000	—	—	—	—	—	—
General Obligation Bonds, Series 2011B	24,795,000	8,230,000	—	—	—	—	—	—
General Obligation Bonds, Series 2012A	59,390,000	45,530,000	—	—	—	—	—	—
General Obligation Bonds, Series 2016A	—	—	—	—	—	—	80,375,000	71,235,000
General Obligation Bonds, Series 2016B	—	—	—	—	—	—	19,625,000	17,345,000
General Obligation Bonds, Series 2017	22,345,000	17,270,000	—	—	—	—	—	—
Total Amount Designated for Principal Payments	151,240,000	93,925,000	—	—	—	—	100,000,000	88,580,000
Project Costs		*		*		*		*
Total Amount Designated		93,925,000		—		—		88,580,000
Surplus /(Deficit)		(88,506,835)		(31,252,894)		(37,234,325)		(107,535,067)

*Not Determined

Lauterbach & Amen
668 N. River Road
Naperville, IL 60563
630.393.1483
lauterbachamen.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND OTHER MATTERS WITH THE STATE OF ILLINOIS TAX INCREMENT ALLOCATION REDEVELOPMENT ACT BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

June 16, 2026

The Honorable Village President
Members of the Board of Trustees
Village of Rosemont, Illinois

VILLAGE OF ROSEMONT, ILLINOIS

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Rosemont, Illinois, as of and for the year ended December 31, 2025, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated June 16, 2026. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Compliance

We have audited the Village of Rosemont, Illinois' compliance with specific compliance requirements of the State of Illinois Tax Increment Allocation Redevelopment Act for the year ended December 31, 2025.

Management's Responsibility for Compliance

Compliance with 65 Illinois Compiled Statutes section 5/11-74.4-3, subsection (q) ("Subsection (q)') is the responsibility of the management of the Village of Rosemont, Illinois.

Auditor's Responsibility

Our responsibility is to express an opinion on the Village of Rosemont, Illinois' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America and the specific compliance requirements of Subsection (q). Those standards and specific compliance requirements require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with those requirements has occurred. An audit includes examining, on a test basis, evidence about the Village of Rosemont, Illinois' compliance with those specific compliance requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Village of Rosemont, Illinois' compliance with those specific compliance requirements.

Village of Rosemont, Illinois
June 16, 2026

Opinion

In our opinion, the Village of Rosemont, Illinois, complied, in all material respects, with the specific compliance requirements of Subsection (q) for the year ended December 31, 2025.

Other Matters

Our audit of the basic financial statements of the Village of Rosemont, Illinois, as of and for the year ended December 31, 2025, was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedules as listed in the table of contents are presented for the purposes of additional analysis as required by the Illinois Tax Increment Allocation Redevelopment Act and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards general accepted in the United States of America, and in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

This report is intended solely for the information and use of the Village's elected officials and management and of the State of Illinois Comptroller and is not intended to be and should not be used by anyone other than these specified parties.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP