

**CHAMPAIGN COUNTY BOARD**  
**ENVIRONMENT and LAND USE COMMITTEE (ELUC) ADDENDUM**  
County of Champaign, Urbana, Illinois  
Thursday, June 8, 2017 - 6:30 p.m.

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Lyle Shields Meeting Room  
Brookens Administrative Center, 1776 E. Washington St., Urbana

**IX. Items to be Approved by ELUC**

- A. Recreation & Entertainment License: Live bands and DJs, Last Call for Alchl, 108 Main Street, Penfield for June 1 – Dec 31, 2017



STATE OF ILLINOIS,  
Champaign County  
Application for  
Recreation & Entertainment License

**FILED**

MAY 30 2017

*Gordy Hulten*  
CHAMPAIGN COUNTY CLERK

For Office Use Only

Applications for License under County Ordinance No. 55 Regulating Recreational & Other Businesses within the County (for use by businesses covered by this Ordinance other than Massage Parlors and similar enterprises)

License No. \_\_\_\_\_  
Date(s) of Event(s) ANNUAL  
Business Name: LAST CALL FOR ALCOHOL, INC  
License Fee: \$ 100.00  
Filing Fee: \$ 4.00  
TOTAL FEE: \$ 104.00  
Checker's Signature: GH

Filing Fees:	Per Year (or fraction thereof):	\$ 100.00
	Per Single-day Event:	\$ 10.00
	Clerk's Filing Fee:	\$ 4.00

Checks Must Be Made Payable To: Gordy Hulten, Champaign County Clerk

The undersigned individual, partnership, or corporation hereby makes application for the issuance of a license to engage a business controlled under County Ordinance No. 55 and makes the following statements under oath:

- A.
1. Name of Business: Last Call for Alcohol, Inc.
  2. Location of Business for which application is made: 105 Main St.
  3. Business address of Business for which application is made: Box 143, Penfield IL 61862
  4. Zoning Classification of Property: Commercial
  5. Date the Business covered by Ordinance No 55 began at this location: 8/26/04
  6. Nature of Business normally conducted at this location: Bar/Tavern
  7. Nature of Activity to be licensed (include all forms of recreation and entertainment to be provided): bands - DJ's
  8. Term for which License is sought (specifically beginning & ending dates):  
June 1 - Dec 31 2017  
(NOTE: All annual licenses expire on December 31st of each year)
  9. Do you own the building or property for which this license is sought? NO
  10. If you have a lease or rent the property, state the name and address of the owner and when the lease or rental agreement expires: HBT 217  
602 Country Fair Dr. Champaign IL 61821
  11. If any licensed activity will occur outdoors attach a Site Plan (with dimensions) to this application showing location of all buildings, outdoor areas to be used for various purposes and parking spaces. See page 3, Item 7.

**INCOMPLETE FORMS WILL NOT BE CONSIDERED FOR A LICENSE AND WILL BE RETURNED TO APPLICANT**

- B. If this business will be conducted by a person other than the applicant, give the following information about person employed by applicant as manager, agent or locally responsible party of the business in the designated location:

Name: Shari Kaufman Date of Birth: \_\_\_\_\_  
Place of Birth: Princeton, IL Social Security No.: \_\_\_\_\_  
Residence Address: 200 Bussey Pentfield IL 61862  
Citizenship: yes If naturalized, place and date of naturalization: \_\_\_\_\_

If, during the license period, a new manager or agent is hired to conduct this business, the applicant MUST furnish the County the above information for the new manager or agent within ten (10) days.

Information requested in the following questions must be supplied by the applicant, if an individual, or by all members who share in profits of a partnership, if the applicant is a partnership.

If the applicant is a corporation, all the information required under Section D must be supplied for the corporation and for each officer.

Additional forms containing the questions may be obtained from the County Clerk, if necessary, for attachment to this application form.

- C. 1. Name(s) of owner(s) or local manager(s) (include any aliases): \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Citizenship: \_\_\_\_\_  
If naturalized, state place and date of naturalization: \_\_\_\_\_
2. Residential Addresses for the past three (3) years: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Business, occupation, or employment of applicant for four (4) years preceding date of application for this license: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EACH OFFICER MUST COMPLETE SECTION D. OBTAIN ADDITIONAL FORM PAGES IF NEEDED FROM THE COUNTY CLERK AND ATTACH TO THIS APPLICATION WHEN FILED.

- D. Answer only if applicant is a Corporation:

1. Name of Corporation exactly as shown in articles of incorporation and as registered:  
Last Call for Alcohol, Inc.
2. Date of Incorporation: 8/26/00 State wherein incorporated: IL

3. If foreign Corporation, give name and address of resident agent in Illinois:

\_\_\_\_\_

Give first date qualified to do business in Illinois: 9-12-17

4. Business address of Corporation in Illinois as stated in Certificate of Incorporation:

\_\_\_\_\_

5. Objects of Corporation, as set forth in charter: \_\_\_\_\_

6. Names of all Officers of the Corporation and other information as listed:

Name of Officer: Sheri Kaufman Title: pres

Date elected or appointed: 8-26-06 Social Security No.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: Parkton, IL

Citizenship: \_\_\_\_\_

If naturalized, place and date of naturalization: \_\_\_\_\_

Residential Addresses for past three (3) years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business, occupation, or employment for four (4) years preceding date of application for this license: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. A site plan (with dimensions) must accompany this application. It must show the location of all buildings, outdoor areas to be used for various purposes and parking spaces.

**AFFIDAVIT**  
(Complete when applicant is an Individual or Partnership)

I/We swear that I/we have read the application and that all matters stated thereunder are true and correct are made upon my/our personal knowledge and information and are made for the purpose of inducing the County of Champaign to issue the permit hereunder applied for  
I/We further swear that I/we will not violate any of the laws of the United States of America or of the State of Illinois or the Ordinances of the County of Champaign in the conduct of the business hereunder applied for

Signature of Owner or of one of two members of Partnership

Signature of Owner or of one of two members of Partnership

Signature of Manager Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public

**AFFIDAVIT**  
(Complete when applicant is a Corporation)

We, the undersigned president and secretary of the above named corporation each first being duly sworn say that each of us has read the foregoing application and that the matters stated therein are true and correct and are made upon our personal knowledge and information and are made for the purpose of inducing the County of Champaign to issue the license herein applied for  
We further swear that the applicant will not violate any of the laws of the United States of America or of the State of Illinois or the Ordinances of the County of Champaign in the conduct of applicant's place of business  
We further swear that we are the duly constituted and elected officers of said applicant and as such are authorized and empowered to execute their application for and on behalf of said application

*Shari Kaufman*  
Signature of President

*Shari Kaufman*  
Signature of Secretary

*Shari Kaufman*  
Signature of Manager of Firm

Subscribed and sworn to before me this 31<sup>st</sup> day of May, 2017



*Sharalynn A. Janeski*  
Notary Public

This COMPLETED application along with the appropriate amount of cash or certified check made payable to GORDY HULTEN, CHAMPAIGN COUNTY CLERK must be turned in to the Champaign County Clerk's Office, 1776 E. Washington St., Urbana Illinois 61802 A \$4.00 Filing Fee should be included



STATE OF ILLINOIS,  
Champaign County  
Recreation & Entertainment License  
Check List and Approval Sheet

**FOR ELUC USE ONLY**

County Clerk's Office

1. Proper Application Date Received: \_\_\_\_\_
2. Fee Amount Received: \_\_\_\_\_

Sheriff's Department

1. Police Record Approval: \_\_\_\_\_ Date: \_\_\_\_\_
2. Credit Check Disapproval: \_\_\_\_\_ Date: \_\_\_\_\_
- Remarks: \_\_\_\_\_ Signature: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Planning & Zoning Department

1. Proper Zoning Approval: \_\_\_\_\_ Date: \_\_\_\_\_
2. Restrictions or Violations Disapproval: \_\_\_\_\_ Date: \_\_\_\_\_
- Remarks: \_\_\_\_\_ Signature: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Environment & Land Use Committee

1. Application Complete Approval: \_\_\_\_\_ Date: \_\_\_\_\_
2. Requirements Met Disapproval: \_\_\_\_\_ Date: \_\_\_\_\_
- Signature: \_\_\_\_\_

Remarks and/or Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



COMMERCIAL LEASE

THIS LEASE, made this 22nd day of August, 2006 between John Buerkett and Thomas Fiedler, hereinafter referred to as "Lessor", and The Last Call for Alcohol, Inc., an Illinois Corporation and Sheri Kaufman, hereinafter referred to as "Lessee":

W I T N E S S E T H:

In consideration of the mutual agreements herein contained, the parties hereto do hereby covenant to and with each other as follows:

1. LEASE PREMISES: Lessor does hereby lease to Lessee the real estate and improvements legally described as: Lots 2, 3, 4 and 5 in Block 1 of Original Town of Penfield, as per plat recorded in Book "A" at Page 12, in Champaign County, Illinois; also included in this Lease are the furniture, fixtures and equipment listed on Exhibit A (the real estate, furniture, fixtures and equipment are and any additions to said equipment made by Lessee during the term of this Lease herein collectively referred to as the "Leasehold Premises").

2. TERM: The term of this lease shall be for a period of twenty years, beginning on August 22, 2006 and ending on August 21, 2021.

3. RENTAL: During the first five years of the term of this Lease, Lessee shall pay to Lessor the sum of \$850.00 per month. During the next five years of the term of this Lease, Lessee shall pay to Lessor the sum of \$900.00 per month. During the last five years of the term of this Lease, Lessee shall pay to Lessor the sum of \$950.00 per month. The rent shall be payable on August 22, 2006 and thereafter on the fifteenth day of each month during the term of this Lease. All rent shall be mailed to Lessor at the address provided for in Paragraph 15.

If any rent is not paid within 10 days of the due date thereof, Lessee shall owe and pay to Lessor a late fee of \$100.00 per day for each day thereafter that said rent remains unpaid.

4. ENVIRONMENTAL WARRANTIES: Lessee shall use and dispose of any Hazardous Substances upon the real estate from which Lessee operates Lessee's business in compliance with all laws governing same. Lessee shall indemnify and hold harmless Lessor from any claims related to any use, storage or disposal of any Hazardous Materials upon Lessor. As used in this Agreement "hazardous substance" shall mean and include all hazardous or toxic

substances, wastes or materials, any pollutants or contaminants, including, but not limited to, asbestos, PCBs, petroleum products and by-products and raw materials which include hazardous constituents, or any other similar substances or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, but not limited to, Comprehensive Environmental Response, Compensation and Liability Act of 1980, Superfund Amendment and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, and the Federal Insecticide, Fungicide and Rodenticide Act, as any of the foregoing has heretofore been amended.

5. REAL ESTATE TAXES: Lessee agrees to pay all general real estate taxes and special assessments accruing on the Leasehold Premises during the term of this Lease. To fulfill this obligation Lessee shall deposit with Lessor 1/12 of the estimated amount of said taxes at the same time as Lessee pays her monthly rent. Lessor shall use said funds to pay the taxes. If the monthly deposits for real estate taxes are inadequate, Lessee shall pay Lessor the amount required to fully pay the taxes by September 30 of the year in which they are due. As the taxes change, Lessee's tax deposits shall change in accordance therewith.

6. UTILITY CHARGES: Lessee agrees to pay in addition to the rent above specified, all utilities for the Leasehold Premises including but not limited to, all water, garbage, gas and electricity bills.

7. USE OF LEASEHOLD PREMISES:

(a) Use. During the term of this lease, Lessee shall use the Leasehold Premises for the purpose of operating a bar, or such other lawful purpose as may be approved by Lessor, which approval shall not be unreasonably withheld. Lessee shall insure that its use of the Leasehold Premises shall comply with all ordinances governing same.

(b) Signs: Lessee shall not place or suffer to be placed or maintained on any exterior door, or wall of the Leasehold Premises any sign or advertising matter of any kind without prior approval by Lessor and which does not comply with the City of Champaign, Illinois ordinances governing same. Lessee further agrees to maintain such signs or advertising matter as may be allowable in good condition and repair at all times.

8. MAINTENANCE OF BUILDINGS, ETC.: Lessee agrees to maintain



the Leasehold Premises, and the improvements thereon, in the same condition in which they are delivered, ordinary wear and tear excepted.

Lessee covenants and agrees to pay promptly when due all claims for work and materials furnished in connection with its maintenance of said improvements and shall not permit or suffer any liens or encumbrances to attach to the Leasehold Premises and shall indemnify Lessor against loss therefrom.

All alterations, additions, improvements, and fixtures, (other than Lessee's trade fixtures), which may be made or installed by either Lessee or Lessor upon the Leasehold Premises and which in any manner are attached to the floors, walls or ceiling, shall become the property of the Lessor at the termination of this lease and shall remain upon and be surrendered with the Leasehold Premises as a part thereof, without disturbance, molestation or injury. Any floor covering, which may be cemented or otherwise adhesively affixed to the floor of the Leasehold Premises, shall be and becomes the property of the Lessor absolutely upon the termination of this lease. During the term of this lease, the Lessee shall not remove the above described improvements and fixtures without the written consent of the Lessor. Any trade fixtures which may be placed in or upon the Leasehold Premises by Lessee remains the property of the Lessee and upon termination of this Lease may be removed, provided Lessee is not then in default, and subject to the terms of any security agreements. Lessee at its own expense must repair any damage to the Leasehold Premises caused by such removal of fixtures.

Lessee shall keep the Leasehold Premises including the exterior and interior portions of all doors, in a neat and clean condition. Lessee agrees to take reasonable steps necessary in keeping the Leasehold Premises clear and free from rodents and insects. Lessee shall not permit any equipment, debris or junk to be stored outside the building.

#### 9. INSURANCE

(a) Liability of Lessee: Lessee shall protect, indemnify and save Lessor, all of the beneficiaries of Lessor and any of the agents of the foregoing, harmless from and against all and any liability and expense of any kind arising from injuries or damages to persons or property on the Leasehold Premises arising out of or resulting from any negligent act or omission of Lessee, its agents, servants and employees, in the use of the Leasehold Premises during the term of this lease.

(b) Notice of Claim or Suit: Lessee agrees to give notice promptly to Lessor of any claim, action, proceeding or suit instituted or threatened against the Lessor. In the event Lessor is made a party to any action for damages against which Lessee has herewith indemnified Lessor, then Lessee shall pay all costs thereof and shall provide effective counsel in such litigation.

(c) Liability Insurance: Lessee agrees to maintain at its expense at all times during the lease term full liability insurance properly protecting and indemnifying Lessor and naming Lessor, Heartland Bank & Trust, Trustee under a Trust Agreement Dated September 25, 2000 and known as Trust No. 217 all of the beneficiaries and the agents of the foregoing as additional parties insured in an amount not less than \$1,000,000 per person and \$1,000,000 per accident for injuries or damages to persons, and not less than \$500,000 for damage or destruction of property, written by reputable insurers licensed to do business in the State of Illinois. Upon request, Lessee shall deliver to Lessor a certificate of such insurance which shall declare to Lessor that the insurer may not cancel the same in whole or in part without giving Lessor written notice of its intention so to do at least ten (10) days in advance.

(d) Casualty Insurance: Lessee shall at all times during the term hereof maintain in effect a policy or policies of insurance covering all of the improvements to or located on the Leasehold Premises in an amount at least equal to eighty percent (80%) of full replacement cost (exclusive of the cost of excavations, foundations and footings) from time to time during the term of this Lease, providing protection against any peril generally included within the classification "Fire and Extended Coverage" (or by agreement of the parties other special broad form coverages), together with insurance against vandalism and malicious mischief. Said policy shall name Lessor and Heartland Bank & Trust, Trustee under a Trust Agreement Dated September 25, 2000 and known as Trust No. 217 as additional named insureds. The benefits from any casualty on said policy shall be paid to Lessor.

Lessee's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

10. RIGHT OF ENTRY: Lessor, or its representatives, shall

have the right to enter said Leasehold Premises within business hours or at other times on reasonable notice, at anytime during the term of this lease as may be reasonably necessary to protect, inspect, exercise or investigate any rights of Lessor herein reserved; to inspect the Leasehold Premises, make any alteration, repair or improvement to the building or to post, or to place thereon, at any time within ninety (90) days prior to the expiration of the lease, the usual signs advertising the Leasehold Premises for rent or sale.

#### 11. FIRE OR OTHER CASUALTY

(a) In the event of any partial or total destruction of the buildings or other improvements located on the Leasehold Premises by fire or other casualty not due to the negligence or wilful act of Lessee or that of Lessee's employees, family, agents or visitors, Lessor shall either (i) elect to terminate the lease within 30 days after the casualty or (ii) complete within 180 days the restoration and repair of the building and repairs. In making such restoration or repairing such improvements, Lessor shall expend such sums as are required to repair or restore said improvements to the condition they were in immediately prior to the date of the partial destruction. Lessee agrees to apply insurance proceeds to such repair. In such an event, an appropriate amount of the rent payable by Lessee (based upon that part of the Leasehold Premises which are rendered untenable) shall abate from the date of such damage or destruction until such Leasehold Premises are repaired or restored.

(b) In the event of any partial or total destruction of the buildings or other improvements located on the Leasehold Premises by fire or other casualty due to the negligence or wilful act of Lessee or that of any of Lessee's employees, family, agents or visitors, none of the rent payable by Lessee shall abate from the date of such damage or destruction until such Leasehold Premises are repaired or restored.

12. SUBLEASE OR ASSIGNMENT: Lessee may not assign this lease or sublet the Leasehold Premises or any part thereof without the consent of the Lessor which consent shall not be unreasonably withheld. Any attempted transfer, assignment or subletting in violation of this paragraph shall be void and confer no right upon any third party or parties. The consent by Lessor to any transfer, assignment or subletting, when the same is required, shall not be deemed to be a waiver on the part of Lessor of any requirement of consent to any future assignment, transfer or subletting. If Lessor consents to any such assignment, transfer or subletting, when it is required to do so, the same shall not be

effective unless or until (a) Lessee gives notice thereof to Lessor, and (b) such transferee, assignee or sublessee shall deliver to Lessor (I) a written agreement in form and substance satisfactory to Lessor pursuant to which some transferee, assignee or sublessee assumes all of the obligations and liabilities of Lessee hereunder, and (ii) a copy of the assignment, agreement or sublease. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease.

### 13. DEFAULT AND RE-ENTRY:

(a) Lessee's Default: If: (I) Lessee fails to pay any installment of rent due hereunder within 10 days after Lessee's receipt of written notice of such default, (ii) Lessee fails in any material respect to promptly and faithfully keep and perform each and every covenant, condition, agreement and obligation of this lease on the part of Lessee to be kept and performed for more than 30 days after written notice of such default shall have been given to Lessee, (iii) Lessee shall abandon or vacate said Leasehold Premises during the term thereof, (iv) Lessee shall make an assignment for the benefit of creditors, (v) The interest of the Lessee in said Leasehold Premises shall be sold under execution of other legal process, (vi) If an involuntary Bankruptcy proceeding is not dismissed within 120 days after the filing of same or if Lessee files an involuntary petition for relief in the Bankruptcy Court, or (vii) a receiver or trustee shall be appointed for the Lessee by any court, then, in any of those events, Lessor may, at its, cause the termination of this lease, without, however, releasing Lessee from liability for future rent payments under this Lease as hereinafter provided. In the event the Lease is terminated as provided herein possession of the Leasehold Premises and all improvements thereon shall be delivered to Lessor by Lessee and Lessor shall be entitled to and may take immediate possession of the Leasehold Premises, any other notice of demand being hereby waived.

(b) Lessee's Obligation: It is hereby understood, and Lessee hereby covenants to and with Lessor, that any termination of the Lease shall not relieve Lessee from the obligation to make the monthly payments of rent hereinbefore reserved, at such time and in the manner aforesaid, and in case of any default by Lessee, Lessor may relet the said Leasehold Premises as the agent for and in the name of Lessee, at any rental readily acceptable, applying the proceeds thereof first to the payment of such expense as Lessor may incur by such re-entering, and then to the payment of such rent as the same may from time to time become due herein, and

toward the fulfillment of the other covenants and agreements of Lessee herein contained, and the balance, if any, shall be paid to Lessee. Lessee hereby covenants and agrees that if Lessor shall recover or take possession of said Leasehold Premises as provided in subparagraph (a) and be unable to relet and rent the same so as to realize a sum equal to the rent hereby reserved, Lessee shall and will pay to Lessor any and all loss or difference of rent for the residue of the term.

(c) Reentry by Lessor. In the event of a default by Lessee as described in Paragraph (a) of this Section, Lessor shall have the right to re-enter the Leasehold Premises, to assume and take possession of the whole or any part thereof, and to remove all persons or personal property therefrom, without being deemed guilty of trespass or other actionable wrong by reason thereof, and without being liable for damages therefore or in connection therewith.

14. SUBORDINATION: Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now upon or hereafter placed upon the Lessor's interest in the said Leasehold Premises and on the land and building of which the said Leasehold Premises are a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or proposed mortgages, providing, further, however, that such mortgage shall recognize the validity and continuance of this Lease in the event of foreclosure of the Lessor's interest as long as Lessee shall not be in default in the terms of this lease. Any such mortgage shall provide that if Lessor is in default, that Lessee shall be provided notice of the default and the opportunity to cure the default by Lessor. Any amounts paid by Lessee to so cure defaults of Lessor may be set off by Lessee against any amounts Lessee may owe to Lessor pursuant to this agreement.

15. NOTICES: Whenever, by the terms of this lease, notice shall be given either to Lessor or to Lessee, such notice shall be in writing and shall be delivered in hand, by a recognized courier service or sent by certified mail, and shall be deemed delivered when received.

If for Lessor, addressed to Lessor: John Buerkett and Thomas  
Fiedler  
602 N Country Fair  
Champaign, IL 61821

If for Lessee, addressed to Lessee: Sheri Kaufman  
 105 N Main  
 PO Box 143  
 Penfield, IL 61862

or at such other address as may from time to time hereafter be designated by the parties, by like notice.

16. SURRENDER: Lessee agrees to deliver up and surrender to the Lessor the physical possession of the Leasehold Premises upon the expiration of the lease or its termination, as hereinabove provided, in as good condition and repair as the same shall be at the commencement of said term, loss by fire and casualty or ordinary wear and tear excepted, and to deliver all of the keys to Lessor or Lessor's agent. No tenancy of any duration shall be created by a holding over beyond the end of this term, and in the event of holding over the Lessee shall become a tenant by sufferance.

In addition to all other rights Lessor may have if Lessee fails to quit and surrender the Leasehold Premises upon the expiration or other termination of this lease, Lessee shall be liable to Lessor for liquidated damages covering the period of such holdover occupancy in an amount equal to double the rent provided for in this lease for such period. Acceptance by Lessor of such damages after termination of this lease shall not be construed as either a limitation of Lessee's liability or a consent to Lessee's continued occupancy.

17. WAIVER: Time is agreed to be the essence of this agreement and any waiver by Lessor of the prompt and punctual performance of any term, condition or covenant hereof shall not be construed to be a waiver of the prompt and punctual performance of the same of any other term, condition or covenant subsequently when due.

18. SUCCESSION: This lease and each of its terms shall apply to and bind the heirs, successors, executors, administrators and permitted assigns of the parties hereto and all parties hereto shall be jointly and severally liable hereunder.

19. QUIET POSSESSION: Lessor states that Lessor is lawfully seized of a fee title and has the right to make this lease. Lessor covenants with Lessee that said Lessee, on paying the rent herein required to be paid and performing the covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Leasehold Premises for the term hereof.

20. ATTORNEYS' FEES. If either party is required to retain the services of an attorney for purposes of enforcing the provisions of this lease, then the party in default shall pay the reasonable attorney's fees and expenses incurred by the non-defaulting party in the enforcement of this Lease.

21. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties, and all prior negotiations between the parties are merged herein. No amendment to this Lease shall be binding unless said amendment is reduced to writing and signed by all of the parties hereto.

22. OPTION TO PURCHASE.

A. Grant of Option. Lessee shall have the right and option to purchase the Premises from Lessor at a price of \$85,000.00 plus those sums paid by Lessor to Lessee for Lessee's legal fees and the direct out-of pocket closing costs associated with Lessor's acquisition of the Leasehold Premises. The other terms shall be the same as those contained in that certain Asset Purchase Agreement dated August 22, 2006 between Richard Vogel and Lana R. Vogel (herein, "Vogel") and R.L. Roadhouse, Inc., an Illinois Corporation (herein, "Roadhouse"), as "Seller", and Heartland Bank & Trust, Trustee under a Trust Agreement Dated September 25, 2000 and known as Trust No. 217 and John Buerkatt and Thomas Fiedler, hereinafter referred to as "Buyer".

B. Term of the Option. The term of the option granted herein shall be begin as of the date hereof and end August 31, 2008 at 5:00 p.m.

C. Exercise of Option. To exercise the option conferred herein, Lessee shall give Lessor notice of same by sending notice to Lessor. The closing shall be not more than 30 days after the date of exercise of the Option.

23. OPTION TO RENEW LEASE.

A. Lessee shall have the right and option to RENEW THE LEASE for two terms of five years apiece, except that during the first renewal term, the rental shall be \$1,000.00 per month and during the second renewal term, the rental shall be \$1,050.00 per month.

B. To exercise the option conferred herein, Lessee shall give Lessor notice of same by sending notice to Lessor. The closing shall be not more than 90 days before the expiration of the then

current term of the lease.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above.

LESSOR:

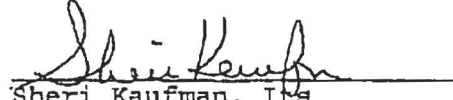
LESSEE:

The Last Call for Alcohol, Inc.  
an Illinois Corporation,

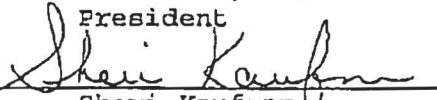


John Buerkett

By:



Sheri Kaufman, Its  
President



Sheri Kaufman

Thomas Fiedler



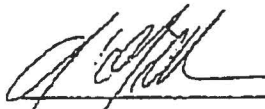
### AMENDMENT TO LEASE AGREEMENT


This is an Amendment to the lease agreement dated August 22, 2006 (the "Agreement"), between Jon Buerkett and Thomas Fiedler ("Lessor") and The Last Call for Alcohol, Inc., an Illinois Corporation and Sheri Kaufman ("Lessee") regarding property located at Lots 2, 3, 4 and 5 in Block 1 of Original Town of Penfield ("the premises").

**TERMS:**


Effective April 1, 2012 Lessee shall pay to Lessor the sum of \$600 per month. On January 1, 2013 lease amount increases to \$800 per month for six months. At which time the lease amount increases to \$1000 per month for three years. Lessee agrees to pay all real estate taxes as agreed to in the original terms.

**LESSOR:**

  
\_\_\_\_\_  
Thomas Fiedler

  
\_\_\_\_\_  
Estate of Jon Buerkett

**LESSEE:**

  
\_\_\_\_\_  
Sheri Kaufman, Its President

  
\_\_\_\_\_  
Sheri Kaufman

ILLINOIS

Jesse White • Secretary of State

DRIVER'S LICENSE



Lic. No.:  
DOB:  
Expires: 12-10-79  
Issued: 07-21-76  
SHERI L KAUFMAN  
100 E WALNUT ST  
PEMFIELD IL 61862

Class: D  
End: ..  
Rest: ..  
Type: DRG

*Sheri L Kaufman*



Female 5'06" 165 lbs BRN Eyes

