



Naomi Torrence <torrence.naomi@rigov.org>

Signature waive

1 message

Mo A <arifmohammed2018@gmail.com>

Thu, Dec 8, 2022 at 3:04 PM

To: "gange.samantha@rigov.org" <gange.samantha@rigov.org>, "Torrence.naomi@rigov.org" <Torrence.naomi@rigov.org>

To City Clerk of Rock island IL

Dear Samantha Gange,

My name is Mohammed Arif I applied for the Liquor license at [2933 18th Ave suite C Rock island Illinois](#) I collected majority and required signatures. I was unable to collect 2 signatures from the bank of wells fargo and another neighbour which are required I would like to request signature waiver for the 2 signatures

Thank you
Mohammed Arif
[REDACTED]



January 26, 2023

William Butler Sr
1715 29th Street
Rock Island, IL 61201

Dear Property Owner:

The Rock Island City Council (via the City Clerk's office) has received a request from Mohammed Arif for a waiver of approval as set forth in the Code of City Ordinances in paragraph (j), Section 3.6, Chapter 3, governing liquor licenses. The request for a waiver of approval is for a Class "A" liquor license (Liquor store) to be issued for a liquor license establishment to be located at 2933 18th Avenue, Suite C, Rock Island, IL 61201.

The Rock Island City Council will hold a public hearing on this request on Monday, February 13, 2023 at 6:45 p.m., in the City Council Chambers, Rock Island City Hall, 1528 Third Avenue, Rock Island, IL 61201. As the owner of record of nearby or abutting property, you are invited to attend this hearing and express your views or submit written comments.

Any person, firm, or corporation wishing to provide comments to the waiver of approval for a liquor license may attend the hearing or provide written comments. Any written comments must be filed with the City Clerk by mail at the address below or emailed to: gange.samantha@rigov.org.

This notice may be obtained in accessible formats, by a qualified person(s) with a disability, by making the appropriate arrangements with the City Clerk, Samantha Gange, at 309-732-2008.

Sincerely,

Samantha Gange

Samantha Gange
City Clerk
City of Rock Island

1528 Third Avenue, Rock Island, Illinois 61201-8678
Phone.309.732.2008 Fax.309-732-2055
Email: cityclerkmail@rigov.org



January 26, 2023

Wayne Kao
89 Laureal Drive
Rancho Palos Verdes, CA 90275-4479

Dear Property Owner:

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January 26, 2023

Alexander McFarland
1714 29 1/2 Street
Rock Island, IL 61201

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January 26, 2023

John Cardoso
10950 Grandview Dr
Suite 300
Overland Park, KS 66210-1586

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January 26, 2023

Rev Mary Schaecher
2916 20th Avenue
Rock Island, IL 61201-4713

Dear Property Owner:

The Rock Island City Council (via the City Clerk's office) has received a request from Mohammed Arif for a waiver of approval as set forth in the Code of City Ordinances in paragraph (j), Section 3.6, Chapter 3, governing liquor licenses. The request for a waiver of approval is for a Class "A" liquor license (Liquor store) to be issued for a liquor license establishment to be located at 2933 18th Avenue, Suite C, Rock Island, IL 61201.

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January 26, 2023

Mark Skinner
1727 28th Street
Rock Island, IL 61201-3728

Dear Property Owner:

The Rock Island City Council (via the City Clerk's office) has received a request from Mohammed Arif for a waiver of approval as set forth in the Code of City Ordinances in paragraph (j), Section 3.6, Chapter 3, governing liquor licenses. The request for a waiver of approval is for a Class "A" liquor license (Liquor store) to be issued for a liquor license establishment to be located at 2933 18th Avenue, Suite C, Rock Island, IL 61201.

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January 26, 2023

Double Precious/ S. Gervase
2924 E 45th CT
Davenport, IA 52807-1593

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January 26, 2023

Kais Properties Inc
10620 Knoxville Rd
Milan, IL 61264-5209

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January 26, 2023

Wells Fargo Bank
PO Box 2690
Carlsbad, CA 92018-2609

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January 26, 2023

HyVee Inc.
5820 Weston Parkway
West Des Moines, IA 50266-8223

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January 26, 2023

Arthur J Johnson Family
1305 12th Avenue
Rock Falls, IL 61071-2708

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TO: Mike Thoms, Mayor, City of Rock Island

SUBJECT: Liquor License Application
Re: A & H Brother's LLC, d/b/a Two Brothers Smoke Shop

NUMBER: 23-012
DATE: 01/24/23

BACKGROUND:

On December 1st, 2022 Arif Mohammed submitted an application for a Class "B" liquor license, Packaged Sales Only, Secondary Business (Convenience / Grocery Stores), for the location of 2833 18th Av, Suite C, doing business as "Two Brothers Smoke Shop".

Because this location has not held a liquor license within the last 12 months, the petition process is necessary for the application.

INVESTIGATIVE REPORT:

The application lists Arif Mohammed as the owner and manager for the business:

Arif Mohammed
Owner / Manager

[REDACTED]
Rock Island, IL 61201

Telephone: [REDACTED]

A criminal history inquiry revealed nothing that would prohibit Mr. Mohammed from obtaining a liquor license.

A certificate of liability insurance was not provided with the application.

A check through the Illinois Secretary of State's website for A & H Brothers, L.L.C., showed that they currently have an Active status.

A copy of the lease showed that the owner of the property, Checkers of the Quad Cities, Inc. was leasing it to A & H Brothers, LLC for a period of 3 years beginning on January 1, 2021. The lease provided an option of two additional 3-year extensions.

The Finance Department reported no delinquencies for the property of 2833 18th Avenue, Suite C.

The Community Economic and Development Department (CED) and Inspections Department did not have any issues with the property.

The Fire Marshal's Office reported that they do not have any issues with the property.

Attached to the application was a standard petition for a liquor license. There are seven (7) properties within 40 feet immediately adjacent to or abutting on any side of the proposed location; however, one (1) property has an owner or tenant that currently holds a liquor license (*), making this location exempt from requiring a signature (Chap. 3, Sec. 3-6, subsection c). The property owners of the remaining locations would be required signatures for the petition process. The applicant was able to obtain signatures for three (3) of six (6) required properties. I was able to make contact with two of the owners/representatives of these properties to verify their signature. It appears that two of the mandatory signatures William Butler (1715 29th St) and Wells Fargo Bank (1800 30th St) refused to sign the petition.

	Address	Owner	Signature Obtained	Signature Verified
1.	2943 18 th Av	John Cardoso/DBA KBP Food	Yes	No
2.	1715 29 th St	William Butler	Refused	
3.	1715 29 th ½ St	KAO Wayne	No	N/A
4.	1714 29 th ½ St	Alexander McFarland	Yes	Yes
5.	2929 18 th Av	Double Precious/Gervase S	Yes	Yes
6.	1800 30 th St	Wells Fargo Bank	Refused	
7.	2930 18 th Av*	Hy-Vee Inc	N/A	N/A

In addition to the required properties listed above, there are six (6) additional properties listed below that are included in the frontage within 300 feet in each direction that the proposed location fronts; however, one (1) property has an owner or tenant that currently holds a liquor license (*), making this location exempt from requiring a signature (Chap. 3, Sec. 3-6, subsection c). The applicant was able to obtain signatures from two (2) of these additional frontage properties. I was unable to make contact with the owners/representatives of these properties to verify their signature.

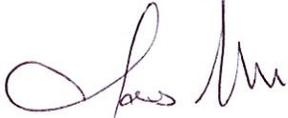
	Address	Owner	Signature Obtained	Signature Verified
1.	2955 18 th Av	KAO Wayne	No	N/A
2.	2827 18 th Av	Mary Schaecher	No	N/A
3.	1725 28 th St	Mark Skinner	Yes	No
4.	1635 30 th St	Kais Properties, Inc.	No	N/A
5.	2810 18 th Av*	Hy-Vee, Inc.	No	N/A
6.	3002 18 th Av	Arthur Johnson Family	Yes	No

Excluding exempt properties, the applicant is required to obtain signatures from at least a majority of the total properties representing frontage (includes both tables); that being eleven (11) properties. The applicant therefore needs signatures from a minimum of six (6) properties. The applicant obtained signatures representing a total of five (5) properties.

RECOMMENDATION:

The applicant does not meet the standards necessary to be eligible for receiving a liquor license for the following reason: The requirements necessary for the petition process have not been satisfied; specifically, the applicant was unable obtain the mandatory signatures for all the adjacent properties or a majority of the total properties. As a result, the application is prevented from being approved in accordance with this process. The applicant does have the option to request a waiver to the petition requirement from the City Council so it can be referred to the Liquor Commissioner for final determination (Chap. 3, Sec. 3-6, subsection J).

Submitted by:



Agent James Morris
Office of Professional Standards

APPROVED: ✓

~~DISAPPROVED:~~



Richard T. Landi
Chief of Police



ROCK ISLAND
ILLINOIS

Mayor Mike Thoms
Liquor Commissioner

1528 3rd Avenue
Rock Island, IL. 61201
Telephone: (309) 732-2012
Fax: (309) 732-2055

PAID
DEC - 9 2022
CITY OF ROCK ISLAND

#A223129

APPLICATION FOR CITY OF ROCK ISLAND LIQUOR LICENSE

Sec. 3-7. Licenses Generally: (a) *Generally* : No person shall sell, barter, transport, deliver, solicit or receive orders for keep or expose for sale, keep with intent to sell, or furnish any alcoholic liquor for sale at retail within the corporate limits of the city without first having obtained a valid liquor license from the same.

1. Applicant Information

NAME (LAST, FIRST, MIDDLE INITIAL)		HOME ADDRESS		CITY	STATE	ZIP
Mohammed Arif		[REDACTED]		Rock Island	IL	61201
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		
[REDACTED]	[REDACTED]	M	owner	[REDACTED]		
EMAIL ADDRESS						

2. Business Premise Information

ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE
2933 18th AVE suite C	Rock Island	IL	61201	309-558-0337
NAME (DOING BUSINESS AS D/B/A)				
Two Brothers Smoke Shop				
LIST EXACTLY HOW YOU WANT THE NAME ON THE LIQUOR LICENSE TO APPEAR				
A B H Brothers, LLC				

A. Business Type

- A. Drug Store / Pharmacy B. Restaurant C. Convenience/ Gas D. Grocery E. Liquor Store
 F. Bar / Tavern G. Hotel / Motel H. Banquet Facility I. Theater J. Club / Fraternal Organization
 K. City Owned Park / Facility L. Other _____ P. Bring Your Own Beverage (BYOB)

B. Status of Business

- A. Sole Proprietorship B. Partnership C. Illinois Corporation D. Foreign Corporation
 E. Limited Liability Company

Based on the box that you checked, provide the date of the filing of the sole proprietorship/assumed name with the county clerk; in the case of a co-partnership, the date of formation of the partnership; in the case of an Illinois corporation, the date of its incorporation; in the case of a foreign corporation, the foreign state where it was incorporated and the date, as well as the date of its becoming qualified

under the "Business Corporation Act of 1983" to transact business in the State of Illinois; in the case of a limited partnership, the date of formation of such partnership; or in the case of a limited liability company, the date of formation of such entity. Please provide a copy of the Articles of Incorporation with the application.

1. DATE OF INCORPORATION: 12-21-2020
2. STATE OF INCORPORATION: ILLINOIS
3. DATE QUALIFIED TO DO BUSINESS IN ILLINOIS: 01-22-2021

3. Manager / Agent for the Business **Note: The manager must be a resident of Rock Island County.**

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS		CITY	STATE	ZIP
Arif Mohammed			[REDACTED]		Rock Island	IL	61201
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED	
[REDACTED]	[REDACTED]	M	owner/Manager	[REDACTED]		100	
EMAIL ADDRESS							

4. Ownership Information

Provide the following information with regard to **all** officers, shareholders or other owners of the corporation or LLC., or if a partnership, with regards to all partners. If a corporation requesting as a Private Club, you must also supply a list of all club officers and their address for the preceding three years and a copy of the Articles of Incorporation, or Articles of Association, and Bylaws of the Corporation.

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS		CITY	STATE	ZIP
Arif Mohammed			[REDACTED]		Rock Island	IL	61201
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED	
[REDACTED]	[REDACTED]	M	owner	[REDACTED]		100	
EMAIL ADDRESS							

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS		CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED	
EMAIL ADDRESS							

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS		CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED	
EMAIL ADDRESS							

NAME (LAST, FIRST, MIDDLE INITIAL)			HOME ADDRESS		CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/TELEPHONE NO.		% OWNED	
EMAIL ADDRESS							

5. License Type & Options

Please refer to the attached Liquor License Ordinance and check the type of license, along with any license options, for which you are applying:

<u>License Types:</u>	<u>Annual Fee</u>
<input type="checkbox"/> Class A - Packaged Sales Only, Primary Business (Liquor Store)	\$1,100.00
<input checked="" type="checkbox"/> Class B - Packaged Sales Only, Secondary Business (Convenience / Grocery Stores)	\$1,100.00
<input type="checkbox"/> Class C - Packaged Sales Only, Wine and Beer Only (Convenience / Grocery Stores)	\$1,000.00
<input type="checkbox"/> Class D - Tavern with Packaged Sales Primary (more than 50% sold in packaged sales)	\$1,430.00
<input type="checkbox"/> Class E - Tavern with Packaged Sales Secondary (less than 50% sold in packaged sales)	\$1,100.00
<input type="checkbox"/> Class F - Restaurant	\$1,100.00
<input type="checkbox"/> Class G - Restaurant, Wine and Beer Only	\$ 700.00
<input type="checkbox"/> Class H - Theater / Bowling Center	\$1,100.00
<input type="checkbox"/> Class I - Hotel/ Motel	\$1,100.00
<input type="checkbox"/> Class J - Banquet Facilities / Rental Hall	\$1,100.00
<input type="checkbox"/> Class K - Clubs / Fraternal Organizations	\$1,100.00
<input type="checkbox"/> Class L - City Owned Parks and Facilities	\$ 275.00
<input type="checkbox"/> Class P - Bring Your Own Beverage (BYOB)	\$ 250.00

Options:

<input type="checkbox"/> Option 1 (Extended hours - 2:00 A.M. - available on Class D, E, F, G and K only)	\$ 450.00
<input type="checkbox"/> Option 3 (Live entertainment - "limited", Friday and Saturday only)	\$ 220.00
<input type="checkbox"/> Option 4 (Live entertainment - "continuous", seven days a week)	\$ 440.00
<input type="checkbox"/> Option 5 (Caterer's Options - available on B, C, D, E, F, G, J and L only)	\$ 350.00
<input type="checkbox"/> Option 6 Outdoor Café Seating (must submit additional application with specifications)	\$.00

Annual Fee \$ 1100.00

Total Fee Annual Fee \$ 1100.00

Semi-Annually* \$ _____

(*2 installment plan available - \$50 convenience fee will be added to your second payment)

6. Lease Information

Yes No Do you have a lease?

LANDLORD NAME <i>Checkers of the Quad Cities, Inc.</i>		AREA CODE/TELEPHONE NO. <i>563-505-6081</i>		
ADDRESS <i>P.O. Box 2514</i>	CITY <i>Davenport</i>	STATE <i>IA</i>	ZIP CODE <i>52809</i>	COUNTY <i>Scott</i>

Note: A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued, is considered ineligible to be licensed. **You must provide a signed copy of at least a one year lease or copy of a signed purchase agreement with your application.**

7. Eligibility Questions

These questions apply to the applicant and any other person listed in Sections 3 & 4. These questions must be answered. If any question is checked "yes", a written detailed explanation on a separate sheet of paper is required and must be attached to this application.

- A. Yes No Do you have a criminal arrest record? If yes, list the date of arrest, City & County of arrest, the charge and whether or not you were convicted.
- B. Yes No Have you ever been convicted of a felony? If yes, list the date of arrest, City & County of arrest and the charge.
- C. Yes No Have you ever been convicted of a gambling offense?
- D. Yes No Have you ever had any previous liquor license revoked?
- E. Yes No Have you ever had a previous liquor license denied?
- F. Yes No Is the proposed location within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for veterans, their wives or children, or any military or naval station?
- G. Yes No Do you have any financial connections with a manufacturer, bottler, jobber, or wholesaler of liquor, wine or beer?

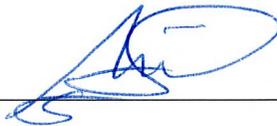
I certify that the above statements are true and any untruths or omissions could be grounds for my license to be revoked. I have read and understand the Ordinance concerning Liquor Licenses and realize that I am subject to any standards issued by the Liquor Commission and agree to abide by them and any amendments thereto. I further understand and agree to the following:

- 1) A Memorandum of Insurance as proof of dram shop liability coverage must be furnished before initial license is issued

and at each renewal period thereafter.

- 2) A criminal background investigation will be conducted on me the applicant, the manager / agent for the business and the officers of the business / corporation. Fingerprinting will be done on all owners and managers and a fingerprinting fee will be accessed for each.
- 3) Any police officer or other official of the City of Rock Island is permitted a free and unrestricted access to the premises for which a license is herein applied for the purpose of inspecting same.
- 4) The license is nontransferable and is for the listed address only and to the listed owners only.
- 5) All applications for initial licensing shall be accompanied by an nine-hundred dollar (\$900.00) non-refundable application fee.
- 6) To observe all laws of the United States, State of Illinois, and the City of Rock Island in the conduct of any business.

Date: 11-30-2022

Signed:  _____

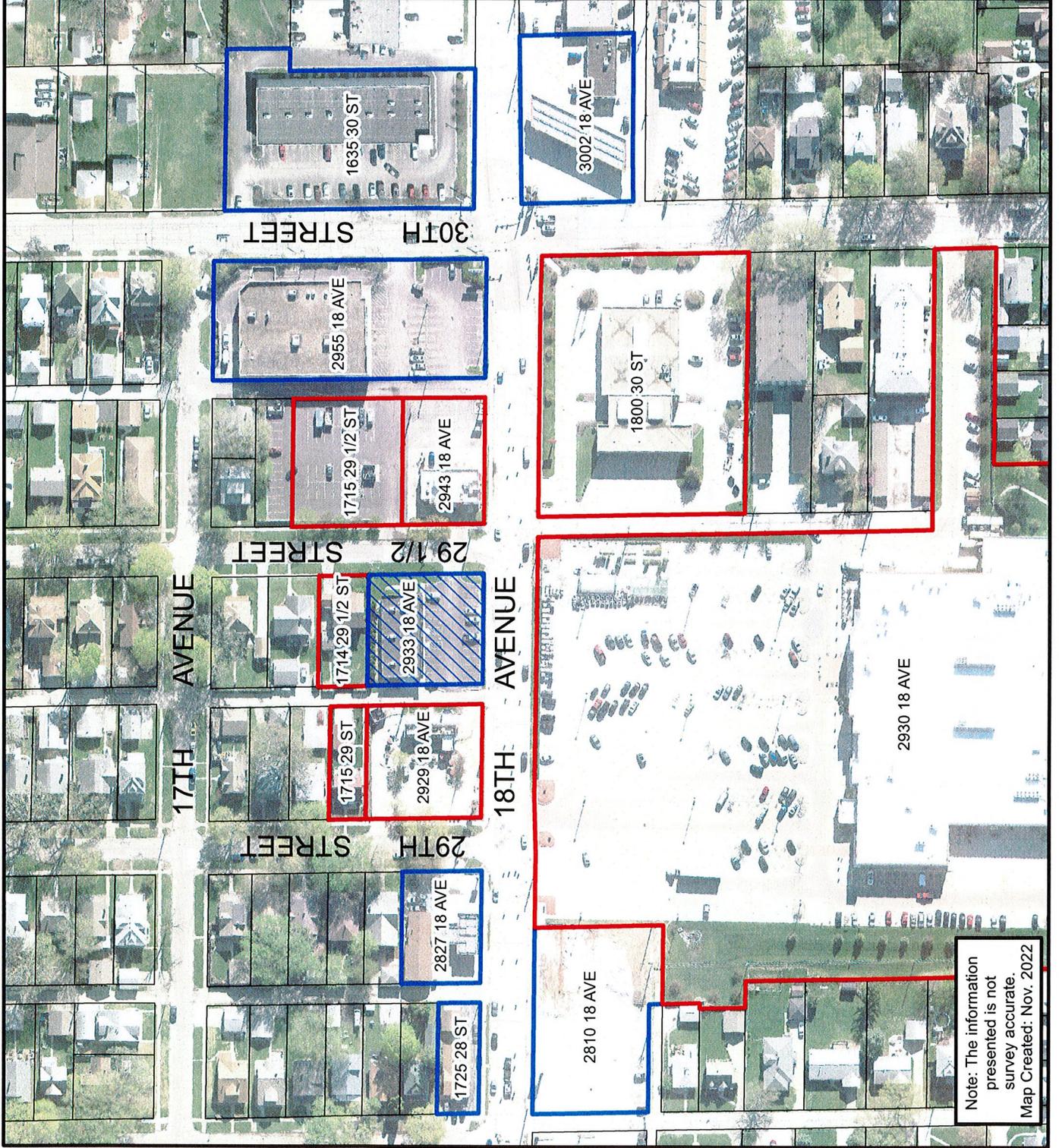
Title: owner

Date: _____

Approved: _____

Mayor / Local Liquor Commissioner

Liquor License Application Location Map



Liquor License Application Location Map 2933 18th Avenue

Legend

-  Applicant Property
-  Required Signatures
-  Majority Signatures



City of Rock Island

COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
Planning and Redevelopment



Note: The information presented is not survey accurate.
Map Created: Nov. 2022

Required

SITE ADDRESS	SITE CITY STATE ZIP	TAXBILL NAME	TAXBILL ADDRESS	TAXBILL CITY STATE ZIP
2943 18 AVE	ROCK ISLAND IL 61201	CARDOSO JOHN/DBA KBP FOOD	10950 GRANDVIEW DR STE300	OVERLAND PARK KS 662101586
1715 29 ST	ROCK ISLAND IL 61201	BUTLER WILLIAM S SR	1715 29TH ST	ROCK ISLAND IL 612013740
1715 29 1/2 ST	ROCK ISLAND IL 61201	KAO WAYNE	89 LAUREL DR	RANCHO PALOS VERDES CA 902754479
1714 29 1/2 ST	ROCK ISLAND IL 61201	MCFARLAND ALEXANDER	1714 29 1/2 ST	ROCK ISLAND IL 612013733
2933 18TH AVE	ROCK ISLAND IL 61201	DOUBLE PRECIOUS / GERVASE S	2924 E 45TH STREET CT	DAVENPORT IA 528071593
2929 18TH AVE	ROCK ISLAND IL 61201	DOUBLE PRECIOUS / GERVASE S	2924 E 45TH CT	DAVENPORT IA 528071593
1800 30TH ST	ROCK ISLAND IL 61201	WELLS FARGO BANK % RYAN	PO BOX 2609	CARLSBAD CA 920182609
2930 18 AVE	ROCK ISLAND IL 61201	HY VEE INC	5280 WESTOWN PKWY	WEST DES MOINES IA 50266

Majority

SITE ADDRESS	SITE CITY STATE ZIP	TAXBILL NAME	TAXBILL ADDRESS	TAXBILL CITY STATE ZIP
2955 18TH AVE	ROCK ISLAND IL 61201	KAO WAYNE	89 LAURREL DR	RANCHO PALOS VERDES CA 902754479
2943 18 AVE	ROCK ISLAND IL 61201	CARDOSO JOHN/DBA KBP FOOD	10950 GRANDVIEW DR STE300	OVERLAND PARK KS 662101586
2827 18 AVE	ROCK ISLAND IL 61201	SCHAECHER MARY REV LIV TR	2916 20TH AVE	ROCK ISLAND IL 612014713
1725 28 ST	ROCK ISLAND IL 61201	SKINNER MARK	1727 28TH ST	ROCK ISLAND IL 612013728
2929 18TH AVE	ROCK ISLAND IL 61201	DOUBLE PRECIOUS / GERVASE S	2924 E 45TH CT	DAVENPORT IA 528071593
1635 30 ST	ROCK ISLAND IL 61201	KAIS PROPERTIES INC	10620 KNOXVILLE RD	MILAN IL 612645209
1800 30TH ST	ROCK ISLAND IL 61201	WELLS FARGO BANK % RYAN	PO BOX 2609	CARLSBAD CA 920182609
2810 18 AVE	ROCK ISLAND IL 61201	HYVEE INC	5820 WESTOWN PKWY	WEST DES MOINES IA 502668223
3002 18 AVE	ROCK ISLAND IL 61201	JOHNSON ARTHUR J FAMILY	1305 12TH AVE	ROCK FALLS IL 610712708
2930 18 AVE	ROCK ISLAND IL 61201	HY VEE INC	5280 WESTOWN PKWY	WEST DES MOINES IA 50266

LIQUOR LICENSE PETITION



Mayor / Local Liquor Commission of the City of Rock Island, Illinois:

We the undersigned, being a majority of owners and representing at least a majority of the frontage within three hundred (300) feet in each direction of the premises know as: _____

in the city of Rock Island, Illinois, on both sides of the street, do hereby petition Your Honor and signify our willingness to have a Class _____ license with no additional options unto:

 Name of Applicant, Person(s) or Corporation Applying

To sell alcoholic beverages in the building located on said premises and in this petition designate the front footage owned by the undersigned respectively. Located at Rock Island, Illinois, this _____ day of _____, 20____.

Name of Property Owner (printed)	Signature	Property Address	Phone Number
Natesha Boelberg	<i>Natesha Boelberg</i>	2943 18th Ave	325-97-9817
Brian Kiel	<i>Brian Kiel</i>	2929 18th Ave	563-505-9724
Mark Skinner	<i>Mark Skinner</i>	1727-28th St.	309-786-5464
Kathy Reys-Arthur Johnson	<i>Kathy Reys</i>	3002-18th Ave RT	815-441-1632

Liquor store business plan

1. Executive summary

Business overview

Two Brothers Liquor located 2933 18th Ave suite C rock island il 61201 will be community and quality focused liquor store brand based out of RI Illinois. Two brother liquor will strive to offer customers a unique alcohol-buying experience along with the widest variety of product offerings available anywhere in the area. The company flagship store will foster a friendly, warm and warm and consultative environment while keeping both price checkout time low product and service Two brothers' Liquors product offering will include a comprehensive range of whiskey, cognac, vodka, tequila, rum, champagne, wine and beers the company will provide customers a percent access to both luxury and mainstream brand at fair and affordable price while wine and liquor will be the company's primary product offering. Two Brothers Liquor will primarily serve the resident aged 21 and older who live within 10-mile radius of our store.

Management team

Two Brothers Liquor is led by Mohammed Arif who has been in the liquor store business for about 17 years while Mohammed Arif has run a liquor store himself for 3 years and he was assistant manager at another store previously as such Mohammed Arif as in in depth knowledge of the liquor business including the operation side EG running day-to-day operation and business management side EG stuffing marketing, ETC.).

Store Design

Two Brothers Liquor developed 1,575 square foot store whose key elements will include the following:

- * Main store
- * Storage Room
- * Coolers
- * Wine Racks
- *Liquor Displays
- * Check-out counter
- * Restroom

The retail location has 10 dedicated parking spots which should suffice even in park hours.

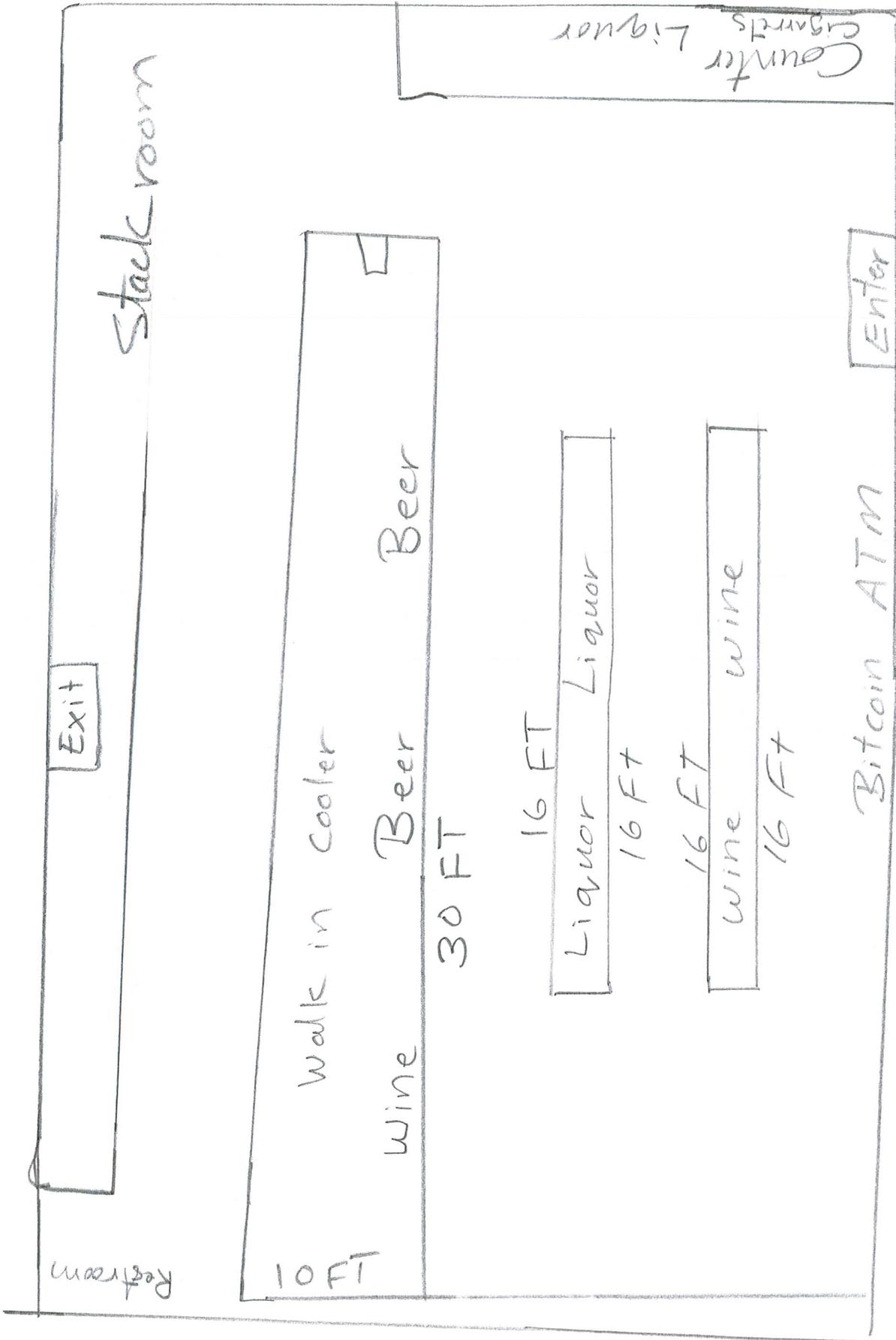
Two Brothers Liquor plans to be open 7 days a week, From 7:00 AM to 1:00 AM. As demand dictates, we may extend or reduce our hours.

Mohammed Arif will serve as the store manager. In order to launch the store, we need to hire the following personal:

check-out and Floor Staff, Part time bookkeeper (will manage accounts payable, create statements, and execute other administrative functions)

Thank you

Mohammed Arif



2933 18TH AVE Suite C
 Rock Island IL 61201

RECEIVED
 DEC 07 2022
 BY: [Signature]

Illinois
Limited Liability Company Act
Articles of Organization

FILE #

This space for use by Secretary of State.

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$150

Approved:

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State.

1. Limited Liability Company name (see Note 1): A & H BROTHERS, LLC

2. Address of principal place of business where records of the company will be kept: (P.O. Box alone or c/o is unacceptable.)
[REDACTED]

3. Articles of Organization effective on: (check one)
 the filing date
 a later date (not to exceed 60 days after the filing date): _____
Month, Day, Year

4. Registered agent's name and registered office address:

Registered agent:	<u>Jerry J. Pepping</u>		
(P.O. Box alone or c/o is unacceptable.)	First Name	Middle Initial	Last Name
Registered office:	<u>105 7th Street</u>		
	Number	Street	Suite #
	<u>Silvis</u>	<u>61282</u>	<u>IL</u>
	City		ZIP

Note: The registered agent must reside in Illinois. If the agent is a business entity, it must be authorized to act as agent in this state.

5. Purpose(s) for which the Limited Liability Company is organized: (see Note 2)
The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act and/or exclusively for the purpose(s) stated below:

6. The duration of the company is perpetual unless otherwise stated. If the operating agreement provides for a dissolution date, enter that date here: _____
Month/Day Year

LLC-5.5

7. **Optional:** Other provisions for the regulation of the internal affairs of the company: (If additional space is needed, use standard sized paper.) _____

8. The Limited Liability Company has or will have on the effective date of filing one or more members.

9. Name(s) and business address(es) of the manager(s) and any member with the authority of manager:

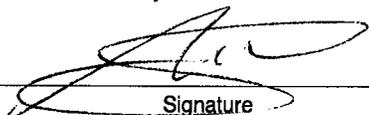
Harpreet Singh	5901 Elmore Ave #n14	Davenport IA 52807		
Name	Number & Street	City	State	ZIP
Mohammed Arif	2933 C 18th Ave,	Rock Island, IL 61201		
Name	Number & Street	City	State	ZIP
Name	Number & Street	City	State	ZIP
Name	Number & Street	City	State	ZIP
Name	Number & Street	City	State	ZIP

(If additional space is needed, use standard sized paper.)

10. **Name and Address of Organizer(s):**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: 12-21, 2020
 Month/Day Year

1. 
 Signature
Mohammed Arif, Co-Manager
 Name and Title (type or print)

1. 2933 C 18th Ave
 Number Street
Rock Island IL 61201
 City

If organizer is signing for a company or other entity, state name of company or entity.

State ZIP

2. _____
 Signature

 Name (type or print)

2. _____
 Number Street

 City

If organizer is signing for a company or other entity, state name of company or entity.

State ZIP

Note 1: The limited liability company name cannot contain any of the following terms or abbreviations including: Corporation, Incorporated, LTD., Co. or Limited Partnership. The name must contain the term **Limited Liability Company, LLC or L.L.C.** For the following two entity types: a company providing professional services licensed by the Illinois Department of Financial and Professional Regulation must instead contain the term or abbreviation **Professional Limited Liability Company, PLLC or P.L.L.C.** The name of a worker cooperative shall end with the term or abbreviation **Limited Worker Cooperative Association, LWCA or L.W.C.A.**

Note 2: A professional limited liability company must state the specific professional service or related professional services to be rendered by the professional limited liability company.

Verify that all of your Illinois Business Authorization information is correct.

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Rock Island
Rock Island County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

A & H BROTHERS, LLC

Loc. Code: 081-0001-2-001

**2933 18TH AVE STE C
ROCK ISLAND IL 61201-4756**

**Rock Island
Rock Island County**

Expiration Date:
1/20/2023

Certificate of Registration
Sales and use taxes and fees

(4387-7982)

ILLINOIS REVENUE
[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: **05/23/2022**



MEMBER SALE OWNERSHIP AGREEMENT

Harpeet Singh (Harpeet), is the owner of fifty percent (50%) of the units of ownership of A & H Brothers, LLC ("Company No. 1") and Mohammed Arif (Mohammed) is the owner of fifty percent (50%) of the units of ownership of Company No. 1. Mohammed is the owner of fifty percent (50%) of the units of ownership of Two Brother's Locust, LLC ("Company No. 2") and Harpeet is the owner of fifty percent (50%) of Company No. 2. Harpeet wishes to transfer his 50% ownership in Company No. 1 to Mohammed and Mohammed wishes to transfer his 50% ownership in Company No. 2 to Harpeet. After the transaction Mohammed will own 100% of Company No.1 and Harpeet will own 100% of Company No.2. The parties agree that liabilities incurred prior to the transaction will be paid equally by each party and that each party shall receive equal value of assets.

THEREFORE, Harpeet and Mohammed agree to the following transaction:

1. Harpeet shall transfer his 50% ownership in A & H Brothers, LLC. to Mohammed.

Mohammed shall transfer his 50% ownership interest in Two Brother's Locust, LLC to Harpeet. The transfers shall be effective July 30, 2021. Harpeet shall pay Mohammed forty thousand dollars (\$40,000.00) representing goodwill in Company No. 2 immediately upon the signing of this Agreement.

2. Harpeet and Mohammed conducted a count of the inventory of Company No.1 on July 30,2021. The inventory counted at Company No.1 is in the amount of \$68,482.26.

Harpeet and Mohammed conducted a count of the inventory of Company No. 2 on July 30, 2021. The inventory counted at Company No. 2 is in the amount of \$151,945.40. The difference in the inventories is in the amount of \$83,463.14. Harpeet shall pay Mohammed one-half (1/2) of the difference in the inventories in the amount of

\$41,731.57. The inventory difference shall be paid in installments payments of \$10,000.00 per month with the first payment due September 1, 2021.

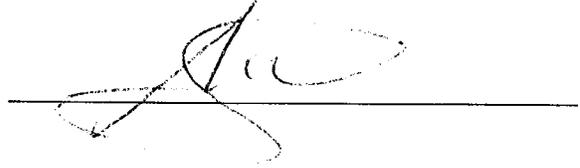
3. Mohammed agrees to indemnify Harpeet as follows: Mohammed shall hold Harpeet harmless from and against any and all liabilities and obligations of Mohammed related to Company No. 1, and any and all actions, suits, proceedings or claims relating to the ownership in Company No. 1 occurring after the closing date. Harpeet agrees to indemnify Mohammed as follows: Harpeet shall hold Mohammed harmless from and against any and all liabilities and obligations of Harpeet related to Company No. 2, and any and all actions, suits, proceedings or claims relating to the ownership of units in Company No. 2 occurring after the closing date.
4. The closing of this ownership sale transaction shall be on July 30, 2021. The parties agree each shall pay one-half of all legal and accounting costs related to this agreement.
5. The parties agree to each pay one-half (1/2) of the expenses and liabilities of Company No. 1 and Company No. 2 incurred prior to July 30, 2021. The parties agree to each be obligated to pay one-half (1/2) of the sales tax incurred in periods prior to July 30, 2021.
6. This agreement shall be governed and construed in accordance with the laws of the State of Iowa.
7. This agreement shall be binding upon the parties hereto and their respective legal representatives. However, none of the parties of this agreement may assign their rights or obligations without the prior written consent of the other party.
8. This transaction shall also be subject to the parties transferring or obtaining any necessary licenses or permits, including liquor licenses, required for either Company No. 1 or Company No. 2.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 30 day of
July, 2021.

Harpeet Singh

A handwritten signature in black ink, appearing to read "Harpeet Singh", written over a horizontal line.

Mohammed Arif

A handwritten signature in black ink, appearing to read "Mohammed Arif", written over a horizontal line.



LEASE AGREEMENT

1/4/2021

THIS LEASE is made as of this ____ day of December, 2020, by and between Checkers of the Quad Cities, Inc. (hereinafter referred to as "Landlord") and A & H Brothers, LLC (hereinafter referred to as "Tenant").

WITNESSETH:

In consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby hire and take from Landlord, the store premises containing approximately 1,545 square feet of floor area as, known as Suite C and depicted on Exhibit A attached hereto ("Leased Premises"), located in a multi-tenant building located at 2933 – 18th Avenue, Suite C - Rock Island, Illinois ("Shopping Center"), together with the non-exclusive right of ingress and egress and parking of vehicles by Tenant and its employees, customers and invitees over the parking areas located within the Shopping Center. The exterior walls and roof of the Leased Premises and the area beneath the Leased Premises are not demised hereunder, and the use thereof together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises in location which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center are hereby reserved unto Landlord.

I. TERM OF LEASE

1.1 The term ("Term") of this Lease shall commence on January 1, 2021 (the "Commencement Date") and will continue until the end of the thirty sixth full calendar month following the Commencement Date, unless earlier terminated, extended or renewed as provided herein.

1.2 Tenant, provided it is not in default under the Lease, is granted two options to renew the Term of this Lease, each for an additional thirty-six months. If exercised, the Term of each extension will begin to run immediately following the expiration of the preceding thirty-six month term. Tenant's first option would extend the Term of this Lease to the end of the seventy second full calendar month following the Commencement Date. If exercised, Tenant's second option extends the Term of this Lease to the one hundred eighth full calendar month following the Commencement Date.

II. RENTAL

2.1 This Lease shall be structured as the type of commercial lease commonly referred to as a "Net-Net-Net Lease." As a Net-Net-Net Lease Tenant shall be obligated to make a base monthly rental payment ("Fixed Rent") in the following amounts: (a) Commencement Date through the thirty-six month initial term, \$12.20 PSF, or \$1,570.75 per month; (b) for the first renewal period, if exercised (Lease months 37 through 72), \$12.93 PSF or \$1,665.00 per month; and (c) for the second renewal period, if exercised (Lease months 73 through 108), \$13.71 PSF or \$1,764.90 per month, which Landlord and Tenant agree and intend shall constitute an absolute

net to Landlord. In addition to the Base Payment, Tennant shall also be obligated to pay its proportionate share of additional costs ("Additional Costs,") reflecting the actual costs incurred in operating the Shopping Center. Additional Costs include, but are not limited to costs relating to taxes, insurance, common area maintenance, lawn care and landscaping, snow removal, common utilities and any other actual costs that might decrease Landlord's absolute net under this Lease. Additional Costs are calculated on an annual basis, payable over 12 months as provided below.

2.2 The Fixed Rent, Additional Costs and all other sums payable by Tenant hereunder (collectively "Rental") shall be paid to Landlord without notice or demand, both of which are expressly waived by Tenant, at the address as hereinafter designated for notices to Landlord or at such other places as Landlord may from time to time designate. All Rental payable under the terms of this Lease shall be paid without offset or deduction by reason of any obligation of Landlord. If Tenant shall fail to pay any monthly installment of Rental by the fifth (5th) day of the month in which such installment is due, a late charge of Fifty Dollars and 00/100 (\$50.00) shall be assessed and immediately payable upon demand; provided that such late fee does not preclude or limit any additional legal remedy.

2.3 For purposes of this Lease, "Tenant's proportionate share" shall be equal to a fraction, the numerator of which shall be the number of square feet of leasable floor area in the Leased Premises and the denominator of which shall be the total number of leasable square feet in the Shopping Center. The total number of square feet in the Shopping Center as of the Commencement Date shall be 3,780 square feet. Tenant's proportionate share is anticipated to be forty and ninety one hundredths percent (40.90%).

2.4 Tenant's proportionate share of all Additional Costs shall be paid in advance on the Commencement Date and on the first day of each calendar month thereafter during the term of his Lease in monthly installments equal to one-twelfth (1/12) of Tenant's annual obligation for such taxes, assessments and charges, as estimated by Landlord. Within a reasonable time after receipt by Landlord of each annual billing from the taxing authority, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's proportionate share of Additional Costs for the year in question, together with a copy of the bill from the taxing authority. Within ten (10) days after the rendition of each such statement to Tenant by Landlord, Tenant shall pay to Landlord, or Landlord shall credit to the obligations of Tenant, as the case may be, the difference between the estimated payments actually made by Tenant for the year in question and Tenant's actual proportionate share of the Additional Costs for such year, as shown on such statement. For the calendar years in which this Lease commences and terminates, the provisions of this Article shall apply, and Tenant's liability for its proportionate share of Additional Costs for such years shall be subject to a pro rata adjustment based on the number of days of said calendar year during which the term of this Lease is in effect. Landlord's and Tenant's obligations with respect to payment of such expenses and costs shall survive the expiration of the term of this Lease.

2.5. Tenant shall pay Landlord a Security Deposit of \$1,800.00 on the Commencement Date as security for Tenant's obligations under this Lease. In the event of an uncured default by the Tenant the Security Deposit may be applied by the Landlord against any amounts due Landlord under this Lease. The Security Deposit will be returned to Tenant at the conclusion of the Lease after all amounts due Landlord under this Lease have been paid.

III. TAXES

3.1 From and after the Commencement Date, Tenant shall pay to Landlord, as Additional Rental, its proportionate share of all real property taxes, special and other assessments, water and sewer use charges, fire protection and any other fees or charges which may be included as part of the tax bill for the Shopping Center, which may be levied or assessed by any lawful authority for each calendar year for each calendar year or partial year during the Term hereof against the land, buildings and other improvements from time to time comprising the Shopping Center. For purposes of this Article III, any reasonable costs or expenses incurred by Landlord, and any efforts to protest or minimize real estate taxes or assessments, including, but not limited to, reasonably attorneys' fees, appraisers' fees and experts' fees, shall be included in the definition of real estate taxes and assessments, and Tenant shall pay its proportionate share of such costs as herein provided.

IV. COMMON AREAS

4.1 Landlord shall provide a non-exclusive paved parking area with enough parking spaces to meet or exceed parking ratios required by the municipality, for use in common by the customers and invitees of Tenant and other tenants of the Shopping Center. Landlord shall maintain such parking area and all of the other common areas and facilities and easement areas used from time to time for the operation and maintenance of the Shopping Center, including, but not limited to, driveways, sidewalks, paved areas, parking area lighting standards, landscaped areas, berm walls, fences, screening, canopies, and Shopping Center signs, if any, in a commercially reasonable condition and repair.

4.3 For the welfare of all tenants in the Shopping Center, Landlord reserves the right to promulgate from time to time reasonable rules and regulations relating to parking and other uses of the common areas and facilities or any part thereof.

4.4 Landlord reserves the right to make changes or additions to the Shopping Center in the layout of the common areas, building and all other improvements located thereon. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking and may take such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof.

V. USE OF PREMISES

5.1 Tenant is permitted to use the Leased Premises for _____ and for no other use, unless agreed to by the Landlord in writing.

Tenant's use of the Leased Premises shall be in full compliance with all laws, ordinances, rules and regulations of all public authorities having jurisdiction over the Leased Premises. No part of the Leased Premises shall be occupied or used in any manner so as to increase the insurance risk or prevent the obtaining of insurance. No auction, distress, fire, bankruptcy,

liquidation, sidewalk or any similar type of sale shall be conducted on the Leased Premises, nor shall Tenant use any advertising medium that shall be an unreasonable nuisance to Landlord or other tenants such as loudspeakers, phonographs or radio broadcasts in a manner so as to be heard outside the Leased Premises. Tenant will not solicit in any manner in any of the parking and other common areas of the Shopping Center. During the term of this Lease, Tenant agrees to take all means necessary to prevent any manner of operation or use of the Leased Premises not in accordance with good business standards, including, without limitation, the use of the Leased Premises for solicitation, sale, lease or review of pornographic material, demonstrations, itinerant vending, or any operation, use, or activity that would interfere with the performance or observance of this Lease or the rights referred to herein or the rights of other tenants in the Shopping Center.

VI. LANDLORD'S AND TENANT'S WORK

6.1 Landlord's Work. The Landlord will deliver, and Tenant accepts, the Premises in "as-is" condition.

6.2 Tenant's Work. All work on the Premises other than that expressly agreed to be so performed by Landlord is to be done by Tenant, at Tenant's expense, without contribution or allowance from Landlord (Tenant's Work"). Tenant's Work shall be performed in accordance with the plans and specifications approved by Landlord. Tenant's Work shall be performed in a first class, professional, workman like manner. Tenant shall indemnify Landlord and save Landlord harmless from and against any and all claims, liens, costs and expenses on account of Tenant's Work and Landlord's approval of any plans or specifications shall not alter or modify in any manner any such indemnification or hold harmless provision.

6.4 Ownership of Improvements. All betterments and improvements in or upon the Premises, made by either party (except Tenant's personal property, furniture, signs, trade fixtures) including all affixed lighting fixtures, heating, ventilating and air conditioning equipment, and all pipes, ducts, conduits, wiring, paneling, partitions, floor covering, railing, mezzanine floors, galleries and the like, shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or sooner termination of the Lease Term. In no event shall Tenant assign, lien, encumber, chattel mortgage or create a security interest in leasehold improvements which have been incorporated in the Premises.

6.5 To the Landlord's actual knowledge, the Shopping Center and the Premises thereon are in compliance with all current federal, state and local disability code, the ADA and all interior and exterior design guidelines/requirements.

6.6 Nothing contained in this Article VI or in any part of this Lease shall be taken or construed to create any agency between Landlord and Tenant or to authorize the Tenant to do any act or thing or to make any contract so as to encumber in any manner the title of the Landlord to the Leased Premises or to create any claim or lien upon the interest of the Landlord in the Leased Premises, it being expressly agreed that all of the cost and expense of Tenant for Tenant's Work, or any other work undertaken by Tenant affecting the Leased Premises or the Shopping Center, shall be promptly paid by Tenant as required by the terms of its contracts or agreements with the

general contractor and all subcontractors and material men. If any lien is at any time filed or recorded, Tenant shall immediately obtain the release and satisfaction of record of such lien.

VII. REPAIRS AND MAINTENANCE

7.1 Subject to the provisions of Article IV above, Landlord shall keep the structural aspects, to-wit, foundation slab, bearing walls and roof, of the Leased Premises in proper repair during the term hereof, or any renewal or extension thereof; provided, however, that if any such repairs shall be occasioned by the fault or neglect of Tenant or its employees, agents or invitees, or by burglary or break-in, or illegal entry, or vandalism or the other intentional act of any person with whom Landlord has no relationship, then any such repairs shall be the obligation of Tenant and the cost of such repairs shall be paid by Tenant. As used in this Article the expression "bearing walls" shall not be deemed to include the store front, plate glass, window cases or window frames, doors or door frames, security grilles or similar enclosures. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of Landlord unless Tenant has previously notified Landlord of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time. Landlord shall obtain (as part of its CAM costs) an annual maintenance plan on the HVAC units. Tenant shall pay for all repairs to the HVAC units and Landlord shall be responsible for paying for all costs of necessary replacement of the HVAC units.

7.2 Tenant shall at all times during the term hereof and any renewal or extension thereof, pay for and make all other repairs to the Leased Premises, including, but not limited to, the doors, door checks, locks, windows, plate glass, fixtures, Tenant's signs, heating, ventilating, air conditioning (except as provided above), and electrical facilities of the Leased Premises, and keep and maintain the same in good condition and repair so that at the expiration of the Lease, or any renewal or extension thereof, the Leased Premises shall be surrendered to Landlord in the same condition that the same are in at the Commencement Date, ordinary wear and tear excepted. All glass, both exterior and interior, shall be the sole responsibility of Tenant, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality. Tenant shall keep the Leased Premises in a clean, tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Leased Premises or the Shopping Center.

7.3 If Tenant refuses or neglects to make repairs and/or maintain the Leased Premises, or any part thereof, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant, as additional Rental, promptly upon receipt of a bill therefor.

7.4 It is understood that Landlord does not warrant that any of the services will be free from interruption, and Tenant acknowledges that any one or more of such services may be suspended by reason of accident or repairs, alterations or improvements, or by reason of causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part

thereof or render Landlord liable to Tenant for damages by abatement of Rent or additional Rental or relieve Tenant from performance of Tenant's obligations under this Lease.

VIII. TRADE FIXTURES

8.1 Provided that Tenant is not then in default under this Lease, all trade fixtures installed by Tenant in connection with the business conducted on the Leased Premises may be removed during or at the expiration of the term of this Lease or of any renewal term thereof. Notwithstanding the foregoing, all such trade fixtures shall be removed by Tenant at Landlord's request upon the expiration of this Lease. Any damages caused by removal of such trade fixtures shall be repaired by Tenant at Tenant's sole cost and expense.

IX. UTILITIES

9.1 From and after the Commencement Date and continuing throughout the term of this Lease, Tenant shall be responsible for and promptly pay all charges for water, heat, gas, electricity, telephone and all other utility services used or consumed in the Leased Premises. Tenant shall keep the Leased Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or of the equipment and facilities contained therein. In no event shall Landlord be liable for an interruption or failure in the supply of any utility to the Leased Premises.

X. ALTERATIONS

10.1 Tenant shall not make any structural alterations in or additions to the Leased Premises without first procuring Landlord's written consent and delivering to Landlord the plans and specifications therefor, and Landlord's consent shall not be unreasonably withheld or delayed. Notwithstanding the above, Tenant may make non-structural alterations and improvements to the interior of the Premises of Ten Thousand Dollars and 00/100 (\$10,000.00) or less per annum, without Landlord's prior consent, provided the work is performed in a good and workmanlike manner. The above notwithstanding, Tenant may remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Tenant is reasonably required to do pursuant to the then current agreement.

XI. SIGNAGE

11.1 Landlord must approve signage in writing and such approval shall not be unreasonably withheld. All signage must meet local business codes and the cost of constructing, installation and maintaining the signage shall be Tenant's.

XII. INSURANCE AND INDEMNITY

12.1 Landlord agrees to carry, or cause to be carried, during the term hereof Commercial General Liability Insurance (hereinafter, "Landlord's Liability Insurance") with an insurance company who carries a financial rating of not less than "X/A" as designated in the most current Best's Insurance Reports on the Common Areas and Shopping Center, naming Tenant as an additional insured providing coverage of not less than Two Million Dollars and 00/100

(\$2,000,000.00) each occurrence and Two Million Dollars and 00/100 (\$2,000,000.00) general aggregate, combined Bodily Injury and Property Damage Liability. Landlord, upon written request by Tenant, shall promptly deliver to Tenant a certificate of Landlord's Liability Insurance. Such Landlord's liability Insurance shall require Landlord's insurance carrier to notify Tenant at least ten (10) days in advance of the cancellation of Landlord's Liability Insurance.

12.2 Landlord also agrees to carry, during the Term hereof, all risk property insurance (hereinafter, "Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, flood insurance (if required by Landlord's lender), sprinkler leakage and all other perils of direct physical loss or damage insuring the improvements and betterments located in or on the Property, including the Demised Premises and all appurtenances thereto (excluding Tenant's Property) for the full replacement value thereof. Landlord may carry rent loss insurance in an amount to cover rent for a period not exceeding twelve (12) months ("Landlord's Rent Loss Insurance"). Landlord, upon request, shall furnish Tenant a certificate of such Landlord's Property Insurance and Landlord's Rent Loss Insurance.

12.3 Tenant's Liability Insurance. Tenant agrees to carry Commercial General Liability insurance on the Demised Premises (including any outdoor seating area used by Tenant pursuant to the terms of this Lease) during the Term hereof naming Landlord as an additional insured with an insurance company who carries a financial rating or not less than "X/A-" as designated in the most current Best's Insurance Reports giving Landlord and Tenant a minimum of ten (10) days written notice by the insurance company prior to cancellation, termination or change in such insurance. Such insurance shall be for limits of not less than Two Million Dollars and 00/100 (\$2,000,000.00) each /occurrence and Two Million Dollars and 00/100 (\$2,000,000.00) general aggregate, combined Bodily Injury and Property Damage Liability or such higher limits as may be required by any existing and future matters of record affecting the Demised Premises or the Property, including, without limitation any easements, covenants, use restrictions and other agreements recorded against the Property. Tenant shall provide Landlord certificates evidencing that Tenant's Commercial General Liability Insurance is in full force and effect. During the Term, Landlord may request a reasonable increase in the amount of the aforesaid limit if such increase is in keeping with the standard limit maintained by businesses comparable to Tenant. Tenant may maintain the required liability and property insurance (described below) in the form of a blanket policy covering other locations of Tenant in addition to the Demised Premises; provided, however, that Tenant shall provide Landlord with a certificate of insurance for such coverages specifically naming the location of the Demised Premises and naming Landlord as required in this Article XII, the limits of which coverages applicable to the Demised Premises are to be in the amounts set forth in this Article XII.

12.4 Tenant's Property Insurance. Tenant agrees to carry all risk property insurance (hereinafter, "Tenants Property Insurance") covering, fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage for the full replacement value, all of Tenant's property located on or within the Premises. Tenant shall provide Landlord certificates evidencing that Tenant's Property Insurance is in full force and effect. Landlord agrees that it shall not have any right, title or interest in and to Tenant's Property Insurance, or any proceeds therefrom. If the Tenant shall fail to procure and

maintain such insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant, which expense shall become additional rent hereunder.

12.5 Mutual Release. Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Demised Premises or the Building or in connection with property on or activities conducted on the Demised Premises or the Building, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

12.6 Tenant Indemnifies Landlord: Tenant hereby indemnifies and holds Landlord harmless from and against any and all claims, demands, liabilities, and expenses, including attorney's fees, arising from Tenant's use of the Demised Premises or Common Areas or from any act permitted, or any omission to act, in or about the Demised Premises by Tenant or its agents, employees, invitees, customers or contractors, or from any breach or default by Tenant of this Lease, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors. In the event any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Notwithstanding the above, Landlord and Tenant shall release each other from all claims to the extent covered or required hereunder to be covered by insurance.

12.7 Landlord Indemnifies Tenant: Landlord hereby indemnifies and holds Tenant harmless from and against any and all claims, demands, liabilities, and expenses, including attorney's fees, arising from Landlord's breach of the terms of this Lease or from the Landlord's gross negligence or willful misconduct, in or about the Demised Premises. In the event any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant. Notwithstanding the above, Landlord and Tenant shall release each other from all claims to the extent covered or required hereunder to be covered by insurance.

XIII. DESTRUCTION OF LEASED PREMISES AND CONDEMNATION

13.1 In the event the Premises are completely or partially damaged by fire or other casualty or are condemned by a governmental agency in whole or in part, such that the Premises cannot, in Tenant's reasonable business judgment, be used by Tenant for their intended purposes or can only be partially used by Tenant, and the Lease is not terminated as otherwise provided in the Lease, there shall be an equitable abatement of rent, any percentage rent and other charges payable by Tenant hereunder for any days the Tenant cannot use the entire Premises. Within sixty (60) days of Tenant's request, Landlord shall cause its architect or contractor to certify to Tenant the estimated completion date (the "Completion Date") for the demolition, permitting, repair, remodeling and restoration work (the "Restoration Work"). Tenant may elect to terminate the Lease upon ten (10) days' prior written notice to Landlord if (i) the Landlord's estimated Completion Date is more than one hundred eighty (180) days after the date the casualty or condemnation occurred or, in the case of a remodel, the date the remodeling work was commenced; (ii) the progress of the Restoration Work is such that the Restoration Work

cannot reasonably be completed prior to the Completion Date; or (iii) the Restoration Work is not in fact completed by the Completion Date. In the event of condemnation, Tenant shall have no claim to the Landlord's condemnation award, however, nothing shall prohibit Tenant from making a separate claim for damages with the condemning authority.

XV. ASSIGNMENT AND SUBLETTING

15.1 Tenant may not assign or sublet its rights and obligations under this lease without the Landlord's written consent. Tenant shall agree to attorn to any assignee of Landlord provided such assignee will agree not to disturb Tenant's possession of the Premises.

XVI. ESTOPPEL STATEMENT AND SUBORDINATION

16.1 Tenant agrees, within ten (10) days after written request therefor by Landlord, to execute in recordable form and deliver to Landlord a statement, in writing, certifying (if such be the case) (a) that this Lease is in full force and effect, (b) the Commencement Date of this Lease, (c) that Rental is paid currently without any off-set or defense, or if such off-set or defense is claimed, stating the facts giving rise thereto, (d) the amount of Rental, if any, paid in advance, and (e) that there are no uncured defaults by Landlord or, if such defaults are claimed, stating the facts giving rise thereto.

16.2 This Lease and Tenant's rights hereunder are and shall be subject and subordinate to the lien, operation and effect of any mortgages or other security instruments constituting a lien upon the Leased Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, whether the same shall be in existence at the date of this Lease or created hereafter. Tenant's acknowledgement and agreement of subordination as provided for herein shall be self-operative and no further instrument of subordination shall be required; provided, however, Tenant agrees on request to execute and deliver such further instruments evidencing or confirming such subordination as may be requested from time to time by Landlord or any mortgagee provided that the mortgagee agrees not to disturb the rights of the Tenant as long as Tenant is not in default under this Lease. Notwithstanding the foregoing, Tenant agrees that any mortgagee may elect by written instrument to have this Lease be prior to any such mortgage, whether or not this Lease is dated prior or subsequent thereto.

XVII. NOTICES

17.1 All notices and demands by either party to the other shall be given in writing and shall be deemed "given" to a party on the first to occur of any of the following: (i) when hand delivered to such party; (ii) when sent by facsimile to such party to the telephone number below, (iii) on the third Business day after deposit in the United States mail, postage prepaid and certified, addressed to the party to whom it is to be given at the address set forth below, or (iv) on the first day after proper and timely deposit for next Business day delivery, charges prepaid, with a nationally recognized service providing next Business day service to the location of the recipient, addressed to such party at the address set forth below:

To Landlord: Checkers of the Quad Cities, Inc.
Attn: Steve Gervase
2924 E. 45th St. Ct.
Davenport, IA 52807
Fax: (563) 355-0741

cc: Lane & Waterman LLP
Attn: Joseph C. Judge, Esq.
220 N. Main St., Ste 600
Davenport, IA 52801
Email: jjudge@l-wlaw.com

To Tenant: A & H Brothers, LLC
Attn: Mohammed Arif
2933 18th Avenue, Suite C
Rock Island, IL 61201

With a copy to in the event of default:

Either Party may, upon prior notice to the other, specify a different address or telephone number for the giving of notice or the person to whose attention the notice is to be directed.

XIX. RIGHT OF ENTRY

19.1 Landlord or Landlord's agent shall have the right to enter the Leased Premises, upon notice to Tenant, at all reasonable times to examine the same and to show them to prospective purchasers or mortgagees of the building, and to make such repairs, alterations, improvements or additions as into and upon the Leased Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the Rental reserved shall not abate while said repairs, alterations, improvements or additions are being made. During the one hundred twenty (120) days prior to the expiration of the term of this lease or any renewal term, Landlord may exhibit the Leased Premises to prospective tenants and shall have a right to place a sign or signs on the exterior of the Leased Premises advertising such space. In case of emergency (the existence of which shall be reasonably determined by Landlord), if Tenant shall not be present to permit entry, Landlord or its representatives may enter the Leased Premises forcibly without rendering Landlord or its representatives liable therefor or affecting Tenant's obligations under this Lease.

XX. DEFAULTS OF TENANT

20.1 If Tenant shall fail to pay the Fixed Rent or other charges due hereunder within five (5) days after Tenant receives written notice of such default or if Tenant shall fail to perform any of the other terms, conditions or covenants of this Lease to be performed or observed by Tenant for more than thirty (30) days after written notice of such default has been given to Tenant, or if Tenant shall be adjudged bankrupt or insolvent or shall make an assignment for the

benefit of creditors, or if a receiver or trustee of Tenant's property shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or if any execution or attachment is levied against Tenant's property, or if this lease shall by operation of law dissolve upon or pass to any person or persons other than the Tenant (except with Landlord's express prior written consent), then in any such case, Landlord may, without notice to Tenant, notice being expressly hereby waived, terminate the tenancy created under this lease and recover possession of and re-enter the Leased Premises without affecting Tenant's liability for past Rental and other charges due or future Rental and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to Fixed Rent and other charges equivalent to Rental, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the reasonable costs, expenses and attorney's fees incurred by Landlord in enforcing the terms and provisions hereof and in re-entering and recovering possession of the Leased Premises and for the cost of repairs, alterations and brokerage and attorney's fees connected with the reletting of the Leased premises. As an alternative, at the election of Landlord, Landlord shall have the right, by written notice given to Tenant at any time after Landlord recovers possession of the Leased Premises, to declare this Lease terminated and cancelled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for Rental and other charges due and owing through the date of termination), so that the Landlord may relet the Leased Premises without any right on the part of the Tenant to any credit or payment resulting from any reletting of the Leased Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or Lieu thereof, pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as may be available at law, in equity otherwise.

20.2 Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may be specifically provided for pursuant to the Federal Bankruptcy Code (11 U.S.C. Sec. 101 et seq.), as the same may be amended from time to time ("Bankruptcy Code"). Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor, and as debtor-in-possession, and any trustee who may be appointed with respect to the assets of or the estate in bankruptcy of Tenant, agree to pay monthly, in advance, on the first day of each month, as reasonable compensation for the use and occupancy of the Leased Premises, an amount equal to the Fixed Rent and additional charges due pursuant to Articles III, IV, and XII above, and all other charges otherwise due pursuant to this Lease. It is understood and agreed that this Lease is a lease of real property in a shopping center for the purposes of the Bankruptcy Code, and that included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of the assumption and/or assignment of this Lease under the Bankruptcy Code are the following: (i) the cure of any monetary defaults and reimbursement of pecuniary loss of Landlord within not more than thirty (30) days of assumption and/or assignment; (ii) the deposit with Landlord of a sum equal to not less than three (3) months of Fixed Rent at the then-current level, together with an additional sum equal to three (3) months of estimated monthly payments relative to the obligations of Tenant set forth in Articles III, IV and XII above, all as estimated by Landlord, all of which deposits shall be in addition to the obligations otherwise imposed upon Tenant under this Lease and which shall be deemed to be a necessary deposit to secure the future performance under this Lease of tenant or its assignee; and (iii) the prior written consent of any mortgagee to which this Lease has been assigned as collateral

security. The foregoing shall be in addition to any matters as to which Landlord may require to be furnished adequate assurance pursuant to the Bankruptcy Code. The deposit provided for in (ii) above shall be held by Landlord as security against any default of Tenant or its successor during the balance of the term and may be applied by Landlord from time to time to cure any such default. Such deposit shall not bear interest and Landlord may commingle the same with other funds unless prohibited by doing so by applicable law. Such deposit shall be returned to the owner of the Tenant's interest under this Lease upon the termination of the term, provided that such termination is not the result of a default of Tenant or its successor and provided that Landlord may first deduct therefrom any sums owed by Tenant pursuant to any provision hereof. In no event may Tenant or its successor designate such deposit or any portion thereof as Rental or for the payment of any other charges due hereunder. In the event that Landlord shall apply such deposit in whole or in part against any default, Tenant or its successor shall, upon Landlord's demand, deposit sufficient funds to restore such deposit to the initial amount required hereunder. Failure to restore such deposit shall, at Landlord's option, constitute a default under this Lease and entitle Landlord to avail itself of all of the rights and remedies provided for herein or otherwise available for non-payment of Rental.

20.3 The rights and remedies of Landlord under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Landlord of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Landlord's right to enforce the payment of subsequent installments of Rental or any of Landlord's rights under this Lease by such remedies as may be appropriate.

20.4 No extension of time, forbearance, neglect or waiver on the part of Landlord with respect to any one or more of the covenants, terms or conditions of this Lease shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease or as an estoppel against Landlord. After the service of a notice or the commencement of a suit or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rental due and apply the same as and for use and occupancy, and the payment and receipt thereof shall not waive or affect any such notice, suit or judgment.

20.5 Either party (the "Non-Breaching Party") shall have the right at any time, after three (3) days (or such longer cure period as may be required under this Lease) written notice to the other party (the "Breaching Party") (or without notice in case of emergency or in case any fine, penalty, interest or cost may otherwise be imposed or incurred) to make any payment or perform any act required of the Breaching Party under any provision of this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney's fees. Nothing herein shall imply and obligation on the part of the Non-Breaching Party to make any payment or perform and act required of the Breaching Party, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to the Breaching Party by the Non-Breaching Party within five (5) days after such payment, together with interest at the Default Interest Rate (as hereinafter defined), from the respective dates of the making of such payments or the incurring of such costs and expenses. In

the event of non-payment thereof, Non-Breaching Party shall have the rights and remedies it would have hereunder in the case of non-payment of Rental.

20.6 If the enforcing of this Lease Agreement results in costs, expenses and attorney's fees, the non-prevailing party shall pay all such expenses.

XXI. SURRENDER

21.1 On the last day of the term demised or on the sooner termination thereof, Tenant shall peaceably and quietly surrender the Leased premises in good order, condition and repair, reasonable wear and tear excepted. All alterations, additions, improvements and fixtures which may be made or installed by either Landlord or Tenant upon the Leased Premises, and all hard surface bonded or adhesively affixed flooring or attached carpeting shall be the property of Landlord and shall remain upon and be surrendered with the with the Leased Premises without compensation or credit to Tenant.

XXII. QUIET ENJOYMENT

22.1 If and so long as Tenant pays the Rental reserved by this Lease and performs and observes all of the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises, subject, however, to the terms of this Lease.

XXIII. HOLDING OVER

23.1 In the event Tenant remains in possession of the Leased Premises after the expiration of this Lease with the consent of Landlord and without the execution of a new Lease, it shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. For any period that Tenant shall remain in possession of the Leased Premises without Landlord's consent, Tenant shall pay a use and occupancy charge equal to one hundred fifty (150%) percent the Fixed Rent in effect immediately prior thereto, computed on a daily basis, in addition to all of the other charges and assessments provided for hereunder for real estate taxes, common area expenses, insurance, utility charges, and other items.

XXIV. MISCELLANEOUS

24.1 The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord.

24.2 This Lease and the exhibits, 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 Leased Premises and there are no others, either oral or written, between them except as herein set forth. No alteration, amendment, change or addition to this

Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

24.3 The captions and Article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such captions or Articles of this Lease nor in any way affect this Lease.

24.4 Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at a rate ("Default Interest Rate") equal to two (2%) percent per annum in excess of the then announced prime rate of interest charged as specified from time to time in The Wall Street Journal-Midwest Edition.

24.5 No payment by Tenant or receipt by Landlord of a lesser amount than the Rental herein stipulated shall be deemed to be other than on account of the total amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rental be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Rental or pursue any other remedy in his Lease provided.

24.6 This Lease shall be governed by, and construed in accordance with, the laws of the State of Illinois. Any action hereunder shall be brought in the Rock Island District Court. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law. Although the provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

24.7 Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Leased Premises form a part, or in the event of any proceedings brought for the foreclosure thereof, or in the event of an exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

24.8 In the event of any sale or other transfer of the land on which the Lease Premises are situated, Shopping Center, building or this Lease, or a lease of the Shopping Center, the named Landlord shall be entirely relieved of all obligations hereunder from and after the date of the transfer; provided, however, that the transferee shall assume the same.

24.9 Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interest of the Shopping Center. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or number of tenants shall during the term of this Lease occupy any space in the Shopping Center.

24.10 Nothing herein contained shall be deemed or construed by Landlord, Tenant, or by any third party, as creating the relationship of principal and agent, of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rental, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

24.11 This Agreement may be executed in two or more counterparts. Any counterpart shall have the same effect as though such copy were the original.

24.12 Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors in interest and assigns of the parties hereto.

24.13 In the event that either Landlord or Tenant is delayed or prevented from performing any of its respective obligations during the term of this Lease because of acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, casualty or reasons of like nature ("Force Majeure") which are not the fault of the party delayed in the performance of such obligation, then the period for such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delay; provided, however, that this Section shall not apply to the payment of any sums or money required to be paid by Tenant hereunder or any obligation of Landlord or Tenant that can be satisfied by the payment of money.

XXV. GUARANTY

Tenant agrees to provide a guaranty by Mohammed Arif and Harpreet Singh individually in the form attached hereto as Exhibit "B".

1/4/2021 IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the ____ day of December, 2020.

Landlord:

CHECKERS OF THE QUAD CITIES, INC.

By: DocuSigned by:
Steve Gemase
CA6D7205144848F... _____

Its: _____

Tenant:

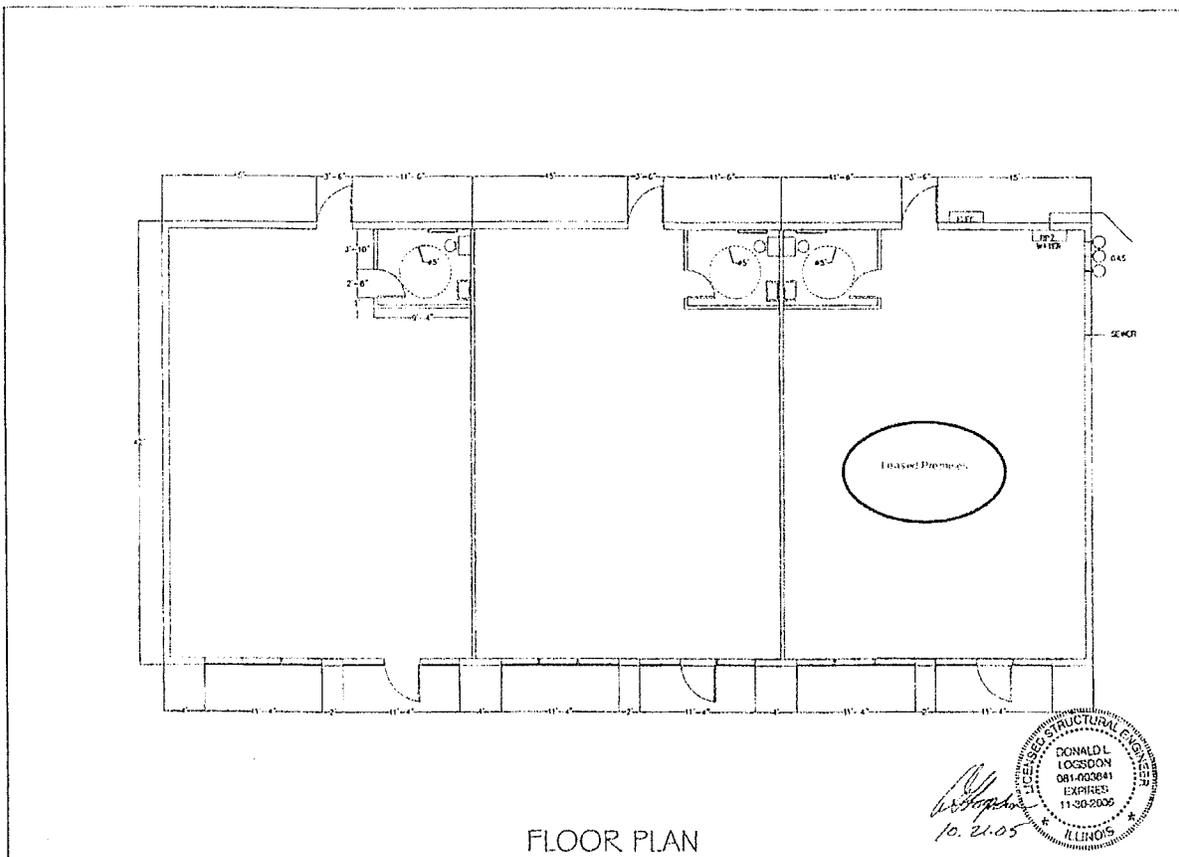
A & H BROTHERS, LLC

By: Harpreet Singh _____

Its: _____

EXHIBIT "A"

LEASED PREMISES



FLOOR PLAN

EXHIBIT "B"

UNCONDITIONAL, GENERAL AND CONTINUING GUARANTY

THIS UNCONDITIONAL, GENERAL AND CONTINUING GUARANTY, made by Mohammed Arif and Harpreet Singh (collectively the "Guarantor"), in favor of Checkers of the Quad Cities, Inc., an Iowa corporation (the "Landlord"), is dated and shall be effective this ____ day of December, 2020.

RECITALS

WHEREAS, Landlord has agreed to enter into a Lease Agreement dated the ____ day of December, 2020 (together with all future amendments and modifications) (the "Lease"), with A & H Brothers, LLC (the "Tenant"), in which Guarantor has a substantial financial interest; and

WHEREAS, Landlord has agreed to enter into the Lease in specific reliance and upon inducement and representation that the Guarantor will guarantee the payment and performance of Tenant's obligations to Landlord in connection with the Lease as herein provided; and

WHEREAS, the Guarantor has agreed to unconditionally guarantee the payment and performance of Tenant's obligations to the Landlord in connection with the Lease.

IN CONSIDERATION of entering into the Lease by the Landlord with the Tenant, at the instance and request of the Tenant and the Guarantor, the Guarantor does, jointly and severally, agree as follows:

ARTICLE I **UNCONDITIONAL GUARANTY**

The Guarantor hereby unconditionally guaranties full payment to Landlord or its order of the rents and additional rents of Tenant to Landlord under the terms of the Lease and, further, guaranties full performance of any and all obligations of the Tenant as well as full payment of any and all additional amounts as required by the Lease. There is no limitation on the Guarantor's liability under this Guaranty. It is expressly understood that the Guarantor's obligation hereunder shall include all extensions, replacements, modifications and renewals thereof. The Guarantor's obligation is primary and not secondary. The Guarantor's obligation hereunder shall be deemed a continuing guaranty.

ARTICLE II **NO RELEASE UPON ASSIGNMENT OR SUBLETTING**

It is expressly agreed that any assignment or subletting of the Lease which shall be approved by Landlord in accordance with the provisions of the Lease, shall not release the Guarantor from, or in any other way affect, any of the obligations of the Guarantor hereunder without the express written consent of Landlord.

ARTICLE III
ALTERATION; AMENDMENT

Upon such terms and at such times as it deems best and without notice to or consent by the Guarantor, Landlord may agree with Tenant to alter, compromise or extend any payment or the performance of any obligation hereby guaranteed. No exercise or non-exercise by the Landlord of any right hereby given it, no dealing by Landlord with Tenant or any other Guarantor, endorser or any other person, and not change, impairment or suspension of any right or remedy of Landlord shall in any way affect any of the obligations of the Guarantor hereunder or give the Guarantor any recourse against Landlord.

ARTICLE IV
WAIVERS

The Guarantor hereby waives and agrees not to assert or take advantage of (a) any right Guarantor may have in the nature of a "one-action rule" or any other rule which requires Landlord to proceed against Tenant or any other person to proceed against, apply or to exhaust any remedy held by the Landlord or to pursue any other remedy in its power before proceeding against the Guarantor; (b) any defects in or failure to give demands, and notice of nonperformance and/or demand of any kind, including but not limited to notices of all of the following: acceptance of this Guaranty, default, partial payment or nonpayment of all or any part of Tenant's obligation to Landlord or any guaranty thereof and the existence, creation or incurring of new or additional obligations; (c) any defense based upon an election of remedies (including, if applicable, an election of remedies to proceed by nonjudicial action) by Landlord; (d) any defense arising by reason of the invalidity, illegality or unenforceability of the Lease or any portion thereof; (e) any defense based upon any failure of the Landlord to give Tenant, Guarantor or any other person notice, or any defect in any notice that may be given or any failure of Landlord to comply with any provision of applicable law in enforcing the Lease or lien upon any property, including but not limited to any failure by Landlord to dispose of any such property in a commercially reasonable manner; (f) any defense based upon or arising out of any bankruptcy, insolvency, reorganization, arrangement, readjustment, liquidation, dissolution or other proceeding commenced by or against Tenant, including but not limited to any defense based upon any modification, extension or discharge of, or bar against collection, any of the obligations of Tenant to Landlord (including any interest), or upon any modification, cure or stay of Landlord's rights, in or as a result of any such case or proceeding, whether or not Landlord consents thereto and, without limiting the foregoing, Guarantor shall remain liable to pay and perform each and every obligation of the Tenant as though the obligation of the Tenant to Landlord was unaffected by any such case or proceeding; and (j) if Tenant or any other person is other than a natural person, any defense based on its liquidation, dissolution or termination, or on any increase, decrease or change in its ownership or membership, including any defense based on any change of partners in a partnership.

ARTICLE V
PREFERENCES

In the event that for any reason whatsoever, including, without limitation, the repayment of a preference in bankruptcy, receivership or other similar proceedings or an order or demand of a bankruptcy court or trustee, Landlord is required to repay to or on behalf of Tenant or its bankruptcy estate any amounts which shall have been previously paid to Landlord, then for the purposes of this Guaranty, the Guarantor agrees that the amount of any and all such repayments by Landlord shall be deemed to not have been paid by Tenant and are therefore due and payable pursuant to the Lease and subject to payment by the Guarantor pursuant to the terms of this Guaranty. This Guaranty shall be automatically revived and extended if any such payment shall be so reclaimed and shall remain in full force and effect until such time as Landlord shall have been paid in full all amounts which are the subject of this Guaranty and until such sums are no longer subject to repayment by Landlord to any person or entity.

ARTICLE VI
DEFAULT

If for any reason whatsoever, Tenant commits or permits to exist an Event of Default under the Lease as defined therein, or any default under any other agreement executed by Tenant to or for the benefit of Landlord in connection with the Lease, then Landlord, in addition to Landlord's other rights, remedies and recourses whether existing hereunder, under the Lease or otherwise, may pursue its rights and remedies under this Guaranty.

ARTICLE VII
CUMULATIVE REMEDIES

The amount of liability of the Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and the Guarantor, including any other guaranty executed by another guarantor relating to any indebtedness of Tenant to Landlord, shall be separate and cumulative and not alternative, and shall be in addition to such rights, powers and remedies given to Landlord hereunder or by law. This Guaranty is in addition to and exclusive of the guaranty of any other guarantor of any indebtedness or obligation of Tenant to Landlord.

ARTICLE VIII
INDEPENDENT OBLIGATIONS

The obligations of the Guarantor hereunder are independent of the obligations of Tenant and, in the event of any default hereunder, or under the Lease, a separate action or actions may be brought and prosecuted against the Guarantor whether or not (i) Tenant is joined therein, (ii) a separate action or actions is brought against Tenant and/or any other Guarantor of the Lease. Landlord's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies

or by any; such action or by any number of successive actions until and unless all indebtedness and obligations hereby guaranteed have been paid and fully performed.

ARTICLE IX
SEVERABILITY

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

ARTICLE X
HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS
AND ASSIGNS OF THE GUARANTOR

This Guaranty shall be binding upon and inure to the benefit of the parties hereto and its respective successors and assigns hereunder. This Guaranty is assignable by Landlord with respect to all of the indebtedness and obligations of the Tenant hereby guaranteed, and when so assigned, the Guarantor shall be liable to the Assignees under this Guaranty without, in any manner, affecting the liability of such Guarantor hereunder with respect to any indebtedness or obligation regained by Landlord.

ARTICLE XI
AMENDMENT IN WRITING

No provision of this Guaranty or right of Landlord hereunder can be waived, nor can the Guarantor be released from their obligation hereunder except by a writing duly executed by the Landlord. If the Lease has been guaranteed by more than one party, Landlord may release any of the Guarantors without affecting the liability of the other Guarantors, or may release one or more other guarantors of the Lease without releasing the liability of the Guarantor hereunder.

ARTICLE XII
INTEGRATION

Except as provided in any other written agreement now or at any time hereafter in force between Landlord and each Guarantor, this Guaranty shall constitute the entire agreement of the Guarantor with Landlord with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressed herein.

ARTICLE XIII
JOINT AND SEVERAL LIABILITY

The obligations and liabilities of all Guarantors shall be joint and several and each Guarantor shall be fully and completely liable for all sums guaranteed hereunder.

ARTICLE XIV
PAYMENT OF COSTS AND LIABILITY

The Guarantor agrees to pay all costs of collection including reasonable attorney's fees and all costs of suit and appeal in the event that: (a) there shall occur an Event of Default under the Lease; (b) it becomes necessary to protect the Leased Premises, or for the enforcement by the Landlord of any provisions contained in the Lease; (c) the Landlord is made party to any litigation merely because of the existence of the Lease; or (d) it becomes necessary by reason of the acts or omissions of the Guarantor for the Landlord to seek the advice of counsel with respect to the Lease or this Guaranty. Costs shall be paid whether suit be brought or not, and whether they are incurred through courts of original jurisdiction through courts of appellate jurisdiction, or through a bankruptcy court or through other legal proceedings.

ARTICLE XV
GOVERNING LAW

This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois and the Guarantor irrevocably submits to the personal jurisdiction of the courts within the State of Illinois and further agrees that such action shall be venued in Rock Island County.

The Guarantor does hereby acknowledge that it has discussed and reviewed this Guaranty and the Lease with its legal counsel and understands the provisions thereof, including specifically, but without limitation, its liability hereunder. The Guarantor acknowledges that it has exercised its independent judgment in executing this Guaranty and is acting upon its own free will, without duress, coercion or compulsion of any nature whatsoever.

ARTICLE XVI
NOTICE

The Landlord shall make a good faith effort to provide notice of any default to the Guarantor. Except however, as stated above, the failure of the Landlord to give such notice shall not be a defense to pay the obligations by the Guarantor as contained herein.

[Signature page follows]

EXECUTED as of the day and year first above written.

THE UNDERSIGNED FULLY UNDERSTANDS THAT LANDLORD IS NOT REQUIRED TO PURSUE THE TENANT OR ANY OTHER GUARANTOR OR PURSUE ANY OTHER REMEDIES BEFORE DEMANDING AND COLLECTION PAYMENT AND PERFORMANCE UNDER THIS AGREEMENT.


Mohammed Arif

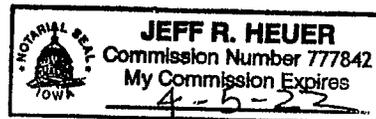

Harpreet Singh

STATE OF IOWA)
) ss.
COUNTY OF SCOTT)

On this 31st day of December, 2020, before me, a Notary Public within and for said County, personally appeared Mohammed Arif, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her free act and deed.



STATE OF IOWA)
) ss.
COUNTY OF SCOTT)



On this 31st day of December, 2020, before me, a Notary Public within and for said County, personally appeared Harpreet Singh, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her free act and deed.



