

9/29/2020

**81-R-20**

**A RESOLUTION**

**Authorizing the City Manager to Negotiate and Execute a Loan Agreement with Hecky Powell, Inc.**

**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:**

**SECTION 1:** The City Manager is hereby authorized and directed to negotiate and execute a loan agreement ("Loan Agreement") between the City of Evanston ("Lender) and Hecky Powell, Inc, an Illinois limited liability company ("Borrower"), attached hereto as Exhibit A and incorporated herein by reference. The Loan Agreement outlines the terms of the loan, including the principal amount issued of Fifty Thousand and no/100 Dollars (\$50,000.00).

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional conditions of the Loan Agreement as he may determine to be in the best interests of the City.

**SECTION 3:** This Resolution 81-R-20 shall be in full force and effect from and after its passage and approval in the manner provided by law.



---

Stephen H. Hagerty, Mayor

Attest:



\_\_\_\_\_  
Devon Reid, City Clerk

Approved as to form:



\_\_\_\_\_  
Kelley Gandurski, Corporation Counsel

Adopted: \_\_\_\_\_ October 12 \_\_\_\_\_, 2020

**EXHIBIT A**  
**Loan Agreement**



August 26, 2020

Dear City of Evanston, Economic Development Committee Members:

The purpose of this letter is to request funding from the City of Evanston to assist in the renovation of Hecky's Barbecue and the restaurant property.

Hecky's Barbecue opened on October 13, 1983. In its nearly thirty-seven year history, neither Hecky or I have ever requested financial assistance before from the City of Evanston to support property or business renovations from the numerous programs for which we may have been eligible.

With the May 22<sup>nd</sup> passing of Hecky, I was left with the challenge of renovating the restaurant as Hecky and I had planned prior to his death. We recognized that numerous upgrades to the business and property had been needed for some time. However, it was only this year, with the surge in business primarily due to the current coronavirus pandemic that we thought we were in the financial position to begin to do so.

A thorough evaluation of needed renovations and equipment at four of the five storefronts which comprise Hecky's Barbecue has resulted in the following enclosed list of services and equipment to bring the property and the business up to current City of Evanston standards and codes. Every proposed item on the attached lists is essential to maintaining the business and the property moving forward.

I am requesting financial support from the City of Evanston primarily because Hecky's Barbecue has long supported the city. Most notably, over the course of nearly thirty-seven years, Hecky's has paid nearly 1.7 million dollars in sales taxes. Hecky's has hired and trained untold numbers of Evanston teens and young adults, often providing them with their first jobs in the restaurant industry. Hecky's Barbecue and Hecky have received countless plaques, awards, commendations, and certificates of appreciation from local groups, schools and organizations to which we have contributed throughout the restaurant's history. The current WE (Work Ethic) program, an initiative Hecky started in August 2016, using funds in part donated by Hecky's Barbecue to the Forrest E. Powell Foundation, (the umbrella organization for the WE program), provides a mentored training internship experience for Evanston high school students who are interested in pursuing technical and vocational careers after graduation. In sum, Hecky's Barbecue is Evanston, an institution which my family and I are committed to continuing.

1902 Greenbay Road • Evanston, IL 60201  
(847) 492-1182 • Fax: (847) 492-1189

The bulk of the restaurant renovation will take place between September 21 and October 12<sup>th</sup> when the restaurant will be closed. It is my goal to re-open Hecky's BarBQ on October 13<sup>th</sup>, 2020 – the 37<sup>th</sup> anniversary.

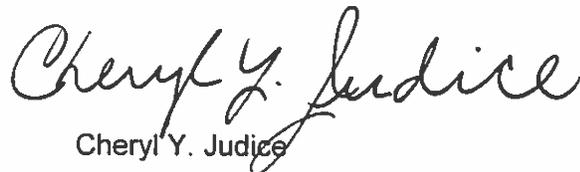
Recognizing that the Economic Development Committee will not be meeting until late September to consider my request, I have applied for and received the following loans from the federal government to start the renovation: 1) PPP (Payroll Protection Program) funds to pay existing Hecky's employees during the time the restaurant will be closed; and 2) a \$ 150,000.00 SBA (Small Business Administration) loan to cover some of the renovation costs. I am seeking funds from the City of Evanston to cover the SBA loan as well as the additional \$ 145,000.00 funds needed to complete the renovation.

**My request is for \$ 290,000.00**

In making this request, I am well aware that the City has numerous financial challenges. I am hopeful that my request will be given consideration as it is a one-time request from a business that is a proven successful Evanston institution. Hecky's is a 100% woman owned African American business. I believe that updating the business and the property, particularly during these challenging financial times when so many Evanston restaurants and businesses have closed, will serve as a reminder that Hecky's is still here and a beacon of hope in the spirit of its eponymous co-founder, Hecky Powell.

Thank you for your time and consideration to my request and the enclosed material. I am available by phone or email to answer any questions you may have.

Sincerely,



Cheryl Y. Judice

Contact Information:

Email: [cheryl@heckys.com](mailto:cheryl@heckys.com)

Phone: (847) 494-4700 (cell)

(847) 328-4067 (home)

## LIST OF VENDORS, EQUIPMENT AND SERVICES

V & B Cleaning	\$ 3,200.00
John H. Cahill Inc.	45,000.00
Simple Flooring	30,280.00
North Shore Electric Inc.	17,415.00
Hoffman Painting	18,000.00
Suburban Fabricators	2,925.00
Carroll Custom Construction, Inc.	3,000.00
Chuck's Refrigeration	19,500.00
ABT Homes Services	6,370.00
Wood Food Systems, Inc.	54,845.80
ADE Foodservice Equipment and Design	31,733.60
ADE Foodservice Equipment and Design	51,886.40
North American Kitchen Solutions	1,101.25
(Concrete floor estimate)	5,000.00
<b>TOTAL ESTIMATE</b>	<b>\$ 290,257.05</b>

# V & B Cleaning

3505 W 78.THPL  
CHICAGO ILL 60652  
(773) 407-5938

# Proposal

Description of Labor	Line Total
For removing in the meat room the old ice storage machine. In the kitchen remove 3	
door refrigerator, 1 hot food holding cabinet, 2 sothern pride smokers with piping,	
1 small sink(not metal), 1 hobart mixer, 2 door freezer, 1 vulcan refrigerator, 1 garland	
double stacked oven, 1 deep freezer, 1 4-burner range with metal table, and 1 large	
metal sink. Inside the restaurant remove 1 freezer, 1 prep table with refrigerator, 3 fryers,	
1 grill and grill cart, 3 metal work tables, 1 royaiton holding cabinet, and 1 two-drawer	
Subtotal	

Description of Material	Line Total
cabinet (not metal) at 1902 Greenbay rd	
Walk in cooler will be included and one front window as well.	
<i>INCLUDES COST OF BARBECUE PIT REMOVAL</i>	
Subtotal	

**Total Due** **\$3,200.00**

Looking forward to do Business with you!

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>08/28/2020</b>
PRODUCER (773)778-0900 FAX (773)778-0903 Supreme Insurance Agency 3346 W. 63rd St. Chicago, IL 60629		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED <b>V &amp; B Cleaning &amp; Demolition</b> 3505 W. 78th St. Chicago, IL		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: <b>Scottsdale Insurance Company</b>
		INSURER B: <b>Progressive Casualty</b>
		INSURER C: <b>Berkshire Hathaway</b>
		INSURER D:
		INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CPS2899795-03	08/26/2020	08/26/2021	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>5,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ <b>1,000,000</b>
B	AUTOMOBILE LIABILITY	00629069-0	04/30/2020	04/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
	EXCESS/UMBRELLA LIABILITY				AGG \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	DEDUCTIBLE				AGGREGATE \$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCS-39S-726821-020	08/30/2020	08/30/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ <b>500,000</b>
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
	OTHER				E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Job Site: Hecky's BarBQ 1902 Greenbay Rd Evanston, IL 60201

**CERTIFICATE HOLDER**

Hecky's BarBQ  
1902 Greenbay Rd  
Evanston, IL 60201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Mailing Address:  
P.O. Box 871  
Evanston, Illinois 60204-0871

Telephone (847) 864-5225  
Fax (847) 864-5358



Headquarters & Showroom  
1515 Church Street  
Evanston, Illinois 60201

IL Lic #055-028930

Plumbing, Heating, & Air Conditioning Contractors  
[www.cahillinc.com](http://www.cahillinc.com)

September 3, 2020

Cheryl Judice  
Hecky's Barbecue  
1902 Green Bay Rd  
Evanston, IL 60201

Dear Ms. Judice,

In answer to your request, we submit the following proposal for plumbing work at the above address.

We propose removing all water piping from the incoming service to the base of all new fixtures, x3) 2-piece bathrooms (which are not intended for public use), all hand wash sinks, dishwashers, and main kitchen sinks.

We will furnish and install all new 1 3/4" and 1/2" type L copper pipe and pressure sweat fittings to all fixtures/appliances listed above to complete the work in a high quality workmanship manner, and to code.

We further propose to furnish and install new sch 40 PVC in for new drainage, waste, and vents.

Scope of work includes the following:

#### PREP AREA #1

- 3 comp sink
- open drain to accommodate the 3 comp sink
- grease trap
- floor drain
- open drain to accommodate the refrigerator condensing line

#### PREP AREA #2

- floor drain
- open drain for ice maker
- 3 comp sink
- open drain to accommodate 3 comp sink
- grease trap
- hand sink

Mailing Address:  
P.O. Box 871  
Evanston, Illinois 60204-0871

Telephone (847) 864-5225  
Fax (847) 864-5358



Since 1890

Headquarters & Showroom  
1515 Church Street  
Evanston, Illinois 60201

IL Lic #055-028930

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**KITCHEN AREA:**

- 3 comp sink
- open drain to accomadate 3 comp sink
- grease trap
- hand sink
- floor drain (x2)

**THREE BATHROOMS (for easch) :**

- toilet
- sink
- floor drain

NOTE: We are currently not part of the kitchen renovation, and connecting new kitchen equipment is not included in this estimate. A 2<sup>nd</sup> phase estimate and scope of work proposal will be provided for upstairs repair and installation at a later date.

We thank you for the opportunity to submit this quotation, and hope that we may be of service to you.

INSTALLATION DATE: TBD

TERMS: 1/3 downpayment for each part of proposal,  
balance due upon completion.

TOTAL: \$45,000 (forty-five thousand and no/100)

ACCEPTED \_\_\_\_\_, 2020

SIGNATURE: \_\_\_\_\_

RESPECTFULLY SUBMITTED,

JOHN J. CAHILL INC.

BY:   
JOHN J. CAHILL



JOHNJCA-01

KKRUSZEWSKI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FGMK Insurance Agency, Inc. 2801 Lakeside Drive Bannockburn, IL 60015	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(847) 964-5400</b>		FAX (A/C, No): <b>(847) 964-5401</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : ACUITY</b>			<b>14184</b>
<b>INSURER B :</b>			
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**INSURED**

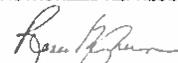
John J. Cahill, Inc.  
 1515 Church Street  
 Evanston, IL 60201

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Z05935	10/9/2019	10/9/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Z05935	10/9/2019	10/9/2020	COMBINED SINGLE LIMIT (Ea. accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		Z05935	10/9/2019	10/9/2020	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Z05935	10/9/2019	10/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Coverage

<b>CERTIFICATE HOLDER</b>  Hecky's Barbecue 1902 Green Bay Road Evanston, IL 60201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# ESTIMATE

Simple Flooring Company  
409 W Algonquin  
Mount Prospect, IL 60056  
United States

Phone: 7735999669  
Mobile: 7735999669

**BILL TO**  
**Heckys BBQ**  
Cheryl  
  
cheryl@heckys.com

**Estimate Number:** 11628  
**Estimate Date:** July 21, 2020  
**Expires On:** July 31, 2020  
**Grand Total (USD):** \$30,280.00

Items	Quantity	Price	Amount
<b>Sub floor prep.</b> Sub floor prep: remove tiles, degrease (unless done by others) acid wash (if necessary) skim coat for encapsulation.	2300	\$3.50	\$8,050.00
<b>Ceramic</b> Includes: New quarry tile	2300	\$3.00	\$6,900.00
<b>Ceramic installation</b> Includes: Ceramic installation, thin set, and standard sanded grout. Area: Entry, main kitchen, hall, kitchen, office	2300	\$6.00	\$13,800.00
<b>vinyl base and installation</b> 4" vinyl cove (straight) base furnished and installed.	420	\$2.00	\$840.00

<b>Subtotal:</b>	\$29,590.00
<b>Tax 10%:</b>	\$690.00
<b>Total:</b>	\$30,280.00
<b>Grand Total (USD) :</b>	\$30,280.00

### Notes / Terms

Financing: We are now offering in-house financing for 3 months (invoices up to \$3,000) and 6 months (invoices over \$3,000). Only 4.9% finance charge. Contact us for more details.  
3% charge for credit card payment or minimum fee charged by credit card company.  
5% discount for paying cash: no check, no money orders, no cashier checks.  
Any waste from the project will be removed and hauled away by the contractor.



# north shore ELECTRIC, inc.

## Residential & Commercial Electrical Services

8107 Ridgeway Ave

Skokie, IL 60076

847.568.1700

[www.northshoreelectric.net](http://www.northshoreelectric.net)

# Proposal

No. 66175

Thu Jul 23, 2020

### Customer

Hecky's Barbecue

1902 Green Bay Rd

Evanston, IL 60201-3535

### Job Site

Hecky's Barbecue

1902 Green Bay Rd

Evanston, IL 60201-3535

Furnish and install, labor and material, for projects as follows:

- Review and provide general assessment of existing wiring; advise if further repairs or upgrades are required.

#### Dish Washing Area

- Replace three existing fluorescent (fl) lights with three Lithonia LBL4 4' 4K LED wrap-around fixtures.
- Tidy up existing unused wiring.
- Replace three outlets with three GFCI outlets.
- Repair one outlet.
- Install one GFCI outlet, connecting to existing circuit.

#### Main Kitchen/BBQ Pit Space/Hall

- Replace ten existing fl lights with ten Lithonia LBL4 4' 4K LED wrap-around fixtures.
  - Install one 20 Amp outlet and one circuit for soft drink cooler.
  - Review circuits for heat lamps - two quad outlets, label panel and add circuit if necessary.
  - Replace outlets and verify circuits at East POS.
  - Replace up to four outlets and covers for outlets that are painted, not working or older with GFCI outlets.
  - Upgrade four outlets that are near water or at counters to GFCI per code.
  - Support and replace one quad outlet and replace one male plug at steam table.
  - Replace one outlet at hand wash sink with GFCI.
  - Replace one existing 200 Amp panel with one Eaton CH 60 circuit copper buss panel.
  - Label all circuits and all panels.
  - Remove outlet in BX across from panels.
  - Install one 20 Amp outlet at panel.
- 
- Replace one existing fl light in the office with one 4' fixture.
  - Replace one existing fl light in the bathroom with one 4' fixture.

- Replace one wall switch.
- Replace one existing fl light above electrical panels with one 4' fixture.
- Replace one existing fl light in the storage room with one 4' fixture.

#### 2nd Kitchen

- Remove two floor-mounted outlets and install in-ceiling above two work tables with aluminum boxes and outlets.
- Replace two outlets with GFCI outlets and verify all circuits are working.
- Replace six existing fl lights with six 8' fixtures.
- Replace one existing fl light with one 4' fixture.
- Replace two existing paddle fans with owner-supplied fans.
- Install one outlet and one 20 Amp circuit for new refrigerator.

#### Private Office

- Install two quad outlets and one circuit in office.
- Replace six flood bulbs with six 27K LED BR30 bulbs.
- Replace one existing dimmer with one Lutron Ariadni dimmer.

#### Main Office

- Replace two existing fl lights with two 4' wrap-around fixtures.
- Convert one existing A/C outlet with one 120 Volt outlet.
- Replace one existing switch.
- Rewire two existing 3-way switches.
- Replace two existing light bulbs in bathroom with two GE LED bulbs.

#### Wash and Prep Area

- Replace four existing fl lights with four 4' fixtures.
- Convert one existing A/C outlet with one 120 Volt outlet.
- Replace one existing switch.
- Replace one existing light bulb in bathroom with one GE LED bulb.
- Install one outlet and one 20 Amp circuit for new ice machine.
- Replace three outlets with three GFCI outlets.

#### North Basement

- Replace three existing light bulbs in bathroom with three GE LED bulbs.
- Install one RAB GT500 double flood light with motion sensor above basement door.

#### South Basement Main Hall

- Replace one existing fl light with one 8' fixture.

#### South Basement

- Replace three existing fl lights with three 4' fixtures.
- Close all open electrical boxes.

#### Southwest Basement

- Replace two existing fl lights with two 4' fixtures.

#### Hall to S/SW Basements

- Replace two existing fl lights with two 4' fixtures, controlled by stairs switch.
- Install one wall-mounted occupancy sensor to control both rooms.

#### North Basement Room

- Replace three existing fl lights with three 4' fixtures.
- Install one wall-mounted occupancy sensor.

#### East Basement Room

- Replace five existing fl lights with five 4' fixtures.
- Install one wall mounted occupancy sensor.
- Install one GFCI outlet connecting to the existing circuit.

#### Hair Salon

- Replace three existing outlets and advise if wiring requires upgrade or repair.

All new fixtures are Metalux ST2L series 4K LED strip fixtures.

Job Cost: \$17,415.00 plus permit

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**Total..... \$17,415.00 plus permit**

PRICES DO NOT INCLUDE: Electrical permits, work not specified, non-electric work, patching and painting, costs for Electric Co., Gas Co. or Phone Co.

Option pricing is based upon acceptance of first job listed.

WE PROPOSE to furnish labor and materials - complete in accordance with above specifications and subject to conditions found on this agreement - for the sum of \$17,415.00 plus accepted options.

Payment to be made as follows: \$8,707.50 (plus one half of accepted options if not already included) upon acceptance of proposal, partial payments as work progresses and balance due upon completion of work. Late fee of 1.5% per month, 18% per year will be added to invoices more than 30 days old.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. North Shore Electric, Inc. (NSE) is authorized to do the work as specified and payment will be made as outlined above. Invoices not paid in full within 30 days will void all guarantees and incur Service Charges. To accept this proposal - cross out and initial any declined options, sign below and return to NSE along with the down payment. Upon receipt of the signed proposal and down payment, your project will be placed in the scheduling queue line and the process for ordering materials and permit application (if applicable) will begin. When your job is next in the queue line, the materials are in and the permit (if applicable) is approved, we will contact you to schedule. Your signature on this proposal confirms your receipt of the "Homeowner Repair: Know your Consumer Rights" document as provided by NSE..

PERMIT - If approved by the homeowner, permit will be obtained by North Shore Electric (unless the city/village requires the homeowner to obtain the permit or homeowner wishes to obtain it themselves) and the final invoice will have the cost of the permit added to the contract. If we are requested or required to be at the inspection, an inspection fee for waiting and meeting with the inspector will be added to the final invoice based on current service call rate plus travel.

CANCELLATION POLICY - Cancellation of work after contract is accepted but before work begins will result in a non-refundable fee for the total of special order material costs, permit costs and 30% of returnable materials costs as liquidated damage for the termination of the contract by the customer. Cancellation of contract after work begins will result in a non-refundable fee for all expenses incurred at time of cancellation.

CONDITIONS - All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If subcontractors are required, we can provide separate certificate of insurance for said subcontractor upon request. Any warranty related items for subcontractor's work is to be handled by said subcontractor. One year guarantee on all labor and material furnished by North Shore Electric, Inc when final invoice is paid in full by due date as listed on final invoice. Late payment voids warranty by NSE. Manufacturer warranties superseded NSE warranty, where applicable. For materials that require registration with the manufacturer (including but not limited to generators and de-icing cables),

registration will not be submitted until final payment is received; late payment may result in registration not being accepted by manufacturer due to being past manufacturer registration deadline. This proposal may be withdrawn by NSE if not accepted within 30 days.

**Signature:**

**Signature Date:**

**Proposal:** 66175

---

**THANK YOU** for considering North Shore Electric, Inc.

---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>CANDOS AGENCY</b> 8104 W 119th St Palos Park, IL 60464-1156	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (708)361-2700		FAX (A/C, No): (708)361-2770
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> <b>North Shore Electric, Inc</b> 8107 Ridgeway Skokie IL 60076	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: Truck Insurance Exchange</b>		<b>21709</b>
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

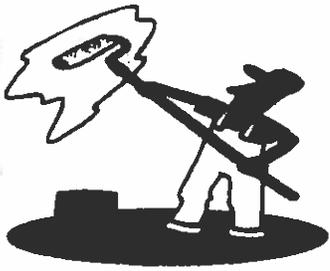
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60218-49-33	1/28/2020	1/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60218-49-33	1/28/2020	1/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			60218-49-34	1/28/2020	1/28/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	E0809-64-25	1/28/2020	1/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Loss/Rented Equipment			60218-49-34	1/28/2020	1/28/2021	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Hoffman Painting**  
 Owner, Marshall Hoffman  
 1746 Hovland Court Evanston, IL 60201  
 847-293-6864

**Proposal Submitted To:**

Name: CHEMEL Y. JUDICE  
 Address: HECKY'S BARBQ  
1902 GREEN BAY RD.  
EVANSTON, ILL. 60201  
 Phone: (847) 492-1182  
494-4700

**Work To Be Performed At:**

HECKY'S BARBQ  
 Address: 1902 GREEN BAY ROAD  
1904-1906 GREEN BAY ROAD  
1225 EMERSON STREET  
EVANSTON, ILL.  
 Date Of Plans: AUG. 31 - OCT. 12, 2020  
 Architect: \_\_\_\_\_

We hereby propose to furnish the materials needed and perform the labor necessary for the completion of the following work to be done at the above address:

- Scraping    Patching    Sanding    Priming    Spot Priming    Painting  
 Power Washing

Other (Specify): Removal wallpaper in office; Repair all damage walls & ceilings from front to back of restaurant area which includes 3 bathrooms; degrease all greasy walls & ceilings

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of \$18,000.00. Deposit of \$9,000.00. Balance of \$9,000.00 to be paid upon completion. Dollars (\$18,000.00) with payments to be made as follows with the balance due at completion:  1/3 Down Payment    1/2 Down Payment

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully Submitted, Hoffman Painting  
 Marshall Hoffman, Owner

Per: M. Marshall Hoffman

Note: This proposal may be withdrawn by us if not accepted within 10 days

All materials supplied by contractor. \$4,000.00 (AUG. 25)

**Acceptance of Proposal**

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

Signature: Chemel Y. Judice Title: PRESIDENT/OWNER Date: 8/25/20  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Neville Muir	
Insurance Center 1937 West Howard St		<b>PHONE (A/C, No, Ext):</b> (773)338-4800	<b>FAX (A/C, No):</b> (800)790-1832
Chicago IL 60626		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> Gateway Underwriters Agency Inc	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER B :</b>	
Marshall Hoffman DBA Hoffman Painting 1746 Hovland Ct		<b>INSURER C :</b>	
Evanston IL 60201		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CL 1960046	9/10/2019	9/10/2020	EACH OCCURRENCE \$ 1000000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0				
			MED EXP (Any one person) \$ 5000				
			PERSONAL & ADV INJURY \$ 1000000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2000000
							PRODUCTS - COMPROP AGG \$ 2000000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PROPERTY DAMAGE (Per accident) \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below						\$
	Y/N    N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

painting exterior /deck

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Hecky's Barbecue 1902 GreenBay Rd  Evanston IL 60201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Neville Muir

ACORD 25 (2010/05)

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**Suburban Fabricators**

**1119 Depot Street**

**Glenview IL 60025**

**(847) 729-0866 (847) 729-2469 fax**

**suburbanfab@aol.com**

Hecky's BBQ  
1902 Greenbay Road  
Evanston IL

August 7, 2020

Quote Customer and Snack counters:

1 – Customer counter **\$1450**

Measured and installed

Using “regular” laminate,

1 ½” front edge, square edge style

Includes Flip door with hinges

Supports/framework by others and not included

1 – Snack/window counter **\$975**

Measured and installed

Using “regular” laminate,

1 ½” front edge, square edge style

Laminate supports for Snack/Window counter **\$500** additional

Method of payment:50% deposit to order material, balance upon completion

Pricing may change due to final design, material selection, scope of work

Thank you

Tim



**CARROLL CUSTOM CONSTRUCTION, INC.**  
**1132 FLORENCE**  
**EVANSTON, IL 60202**  
**847-302-1290 (CELL)**  
**carroll1506@comcast.net**

**BUDGET PROPOSAL:**

**8-20-2020**

Hecky's Barbeque  
1902 Green Bay Road  
Evanston, Il 60201

Cheryl Judice Powell  
[cheryl@heckys.com](mailto:cheryl@heckys.com)  
847-494-4700 (c)

### **Carpentry Work**

Rework countertop framework for relocated door opening and rework upper shelving.

Exclusions:

Painting  
Electric  
Plumbing  
Countertop

**Proposed Amount:**

**\$3000.00**

Terms: \$1000.00 down payment; remainder is due upon completion of the job.

Acceptance of proposal: \_\_\_\_\_ Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Tom Carroll, Carroll Custom Construction, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/20/2020

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<b>PRODUCER</b> MARK A COON (04405) 23042 N MAIN ST PRAIRIE VIEW, IL 60069-0000	<b>CONTACT NAME:</b> MARK A COON <b>PHONE (A/C, No, Ext):</b> 847-415-2666 <b>E-MAIL ADDRESS:</b> MARK.COON@COUNTRYFINANCIAL.COM	<b>FAX (A/C, No):</b> 847-415-2694
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 6307135 CARROLL CUSTOM CONSTRUCTION INC 1132 FLORENCE AVE EVANSTON, IL 60202	<b>INSURER A:</b> COUNTRY Mutual Insurance Company	<b>NAIC #</b> 20990
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	AM9018414	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	AM9018414 Covered on Businessowners	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AW9081152	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

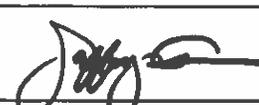
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

POLICY INFORMATION:  
HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT

(CONTINUED)

### CERTIFICATE HOLDER

### CANCELLATION

HECKY'S BARBECUE 1902 GREEN BAY RD EVANSTON, IL 60201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED CARROLL CUSTOM CONSTRUCTION INC 1132 FLORENCE AVE EVANSTON, IL 60202	
POLICY NUMBER AM9018414		EFFECTIVE DATE: 8/20/2020	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED(S):  
HECKY'S BARBECUE

WORKERS COMPENSATION EXCLUSIONS:  
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY  
ENDORSEMENT.



# CHUCK'S REFRIGERATION

## HEATING & AIR CONDITIONING

740 Dobson St • Evanston, IL 60202  
847-561-9413



- Installation
- Repair
- Stoves
- Washers
- Dryers

# INVOICE

<input type="checkbox"/> SERVICE	<input type="checkbox"/> PICK UP	PHONE	REPAIR IN:	DATE OF ORDER
<input checked="" type="checkbox"/> INSTALL	<input type="checkbox"/> DELIVER		<input type="checkbox"/> HOME <input checked="" type="checkbox"/> SHOP	9/15/12
NAME: <u>HACKER</u>				DATE PROMISED
ADDRESS: <u>GILSON ROAD</u>				APARTMENT
CITY: <u>EVANSTON</u>		STATE: <u>IL</u>	ZIP	DATE OF ORIG. INSTAL.
MAKE	MODEL	SERIAL NO.		TIME
NATURE OF SERVICE REQUEST				IN: _____ A.M. P.M.
CONDITION OF EQUIPMENT <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR				OUT: _____ A.M. P.M.
QUOTATION				
<p><b>AUTHORIZATION AND AGREEMENT:</b> I, the undersigned, contend to be of legal age and/or completely responsible and/or fully authorized to order and accept diagnostic and repair services according to the terms and conditions set forth and the prices quoted herein. I further contend that this is the complete, only and final agreement between CHUCK'S REFRIGERATION and myself. If married (or a person other than the owner/user of the appliance being serviced), my signature represents that I am acting pursuant to authorization from my spouse (or the owner/user) Furthermore, I understand that CHUCK'S REFRIGERATION is responsible only for repairs, not for food loss, or inadvertent floor, wall or ceiling damage incurred while, or resulting from, moving appliance(s) for repair access. NOTE: Charges are based on a standardized flat-rate job schedule rendered. Materials, hardware, parts, or other supplies, if needed are provided as a nominal portion therefore. Terms: Net/Cash on completion Any supplies needed for service, if not regularly carried, required a non-refundable deposit to be applied toward services to be completed when said supplies become available</p>				
X _____		By _____		
AUTHORIZED SIGNATURE				

DESCRIPTION	AMOUNT
<b>SERVICE CHARGE</b>	\$1950.00
<b>PARTS</b>	
WALK IN	
CONDENSER	
EVAPORATOR	
EXPANSION	
FLUORINE	
<b>SERVICES PERFORMED</b>	
<input type="checkbox"/> Flu Checked	
<input type="checkbox"/> Pressure Switch Checked	
<p>INSTALLATION COST TO REMOVE OLD WALK IN COOLER AND TO            INSTALLED NEW WALK IN COOLER TOXIC TO ROOM NEAR KITCHEN            PIPING TO CONDENSER UNIT AND TO INSTALLED ICE FREE FRESH            VALVE LEAK REPAIR TO CONDENSER UNIT AND            THE UNIT IS NOW WORKING PERFECTLY FOR ROOM COOLING SYSTEM            INSTALLATION COST MATERIAL AND LABOR TO REMOVE OLD            AND INSTALLED NEW SYSTEM</p>	

CHUCK'S REFRIGERATION guarantees all parts replaced for a period of 100 days and labor for 30 days from the date of original invoice.  
 If repairs later become necessary due to other defective parts, they will be charged separately.  
 CHUCK'S REFRIGERATION does not guarantee refrigerant leaks unless a leak was located and fixed by us.  
 There will be a \$20.00 fee for all delinquent payments, returned checks/credit cards. All payments are due upon completion of a job unless otherwise specified in writing.  
 All legal fees incurred in the collection proceedings will be paid by the customer.

**TOTAL** \$9750.00  
 (1/2) DEPOSIT - \$9750.00  
 BALANCE - \$9750.00

Technician [Signature]      Payments \_\_\_\_\_  
 Services herein listed and described have been completed to my satisfaction. Technician  
 Customer Signature [Signature]



July 10, 2020

Heckys BBQ  
1902 Green Bay Rd  
Evanston, IL 60201

**SURVEILLANCE SYSTEM**

- 1 Hikvision 16 Channel Hybrid DVR 4TB Storage
- 6 5.0 Megapixel IP Turret Cameras
  - Office
  - Prep area
  - Dish area
  - Back kitchen
  - Back gangway
  - Dads office
- 3 4.0 Megapixel IP Turret Cameras
  - Emerson side
  - Green bay side
  - Front entrance
- 1 Cat 6 Wire (400')
- 6 Misc. installation hardware including any recommended conduit & back boxes
- 1 Labor to wire/install/custom program system
- 1 Customer education

**Installed Price: \$6,370.00**

This system is capable of remote viewing from smart phones, tablets or computers. Remote viewing requires an open port on your internet router and active internet service.

Any change in internet equipment or internet service provider will very likely result in the loss of remote view capability.

If such a loss occurs....a service call will be needed to restore remote view service.

In addition....any changes to your smart phone equipment, cell phone service provider or computer software will also likely result in the loss of remote view capability.

If such a loss occurs....Abt will make every effort to rectify the service outage but is not liable as it is a third party issue.

Each camera has integrated infrared illuminators rated up to 90 feet, however customer supplied lighting may be necessary to enhance the picture quality in low to zero light conditions.

# WOOD

## FOOD SYSTEMS, INC.

1427 Armour Blvd.  
Mundelein IL 60060  
Phone 847-949-9663  
Fax 847-949-9687

## SALES QUOTE

Quote # SO-000289  
Date 8/6/2020

Billing Address **HECKY'S BBQ**  
1902 GREEN BAY RD.  
EVANSTON, IL  
60201

Shipping Address  
1902 GREEN BAY RD.  
EVANSTON, IL  
60201

Contact **CHERYL JUDICE**  
Phone (847) 494-4700

Payment Terms  
50% Down/Balance due on delivery

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	SUB-TOTAL
SPK500	SOUTHERN PRIDE SPK-500 (NAT)	1	\$24,189.52	\$24,189.52
FRONT	FRONT FLUE LOCATION	1	\$0.00	\$0.00
DIGGAS	DIGITAL COOK & HOLD CONTROL	1	\$0.00	\$0.00
SPK500VSP	SPK SERIES VSP HOOD SYSTEM	1	\$0.00	\$0.00
SPK500	SOUTHERN PRIDE SPK-500 (NAT)	1	\$24,802.89	\$24,802.89
FRONT	FRONT FLUE LOCATION	1	\$0.00	\$0.00
DIGGAS	DIGITAL COOK & HOLD CONTROL	1	\$0.00	\$0.00
MIRROR	REVERSE FIREBOX (MIRROR IMAGE)	1	\$0.00	\$0.00
SPK500VSP	SPK SERIES VSP HOOD SYSTEM	1	\$0.00	\$0.00
CUSTRESP	CUSTOMER RESPONSIBLE FOR MAKING BUILDING ACCESSIBLE, AND FOR ALL GAS, ELECTRICAL, AND VENTILATION HOOK UPS	1	\$0.00	\$0.00

SUB-TOTAL \$48,992.41  
Illinois Sales Tax \$3,919.39  
FREIGHT \$1,934.00  
TOTAL \$54,845.80

# WOOD

## FOOD SYSTEMS, INC.

1427 Armour Blvd.  
Mundelein IL 60060  
Phone 847-949-9663  
Fax 847-949-9687

## SALES QUOTE

Quote # 50-000289

Date 8/6/2020

Billing Address **HECKY'S BBQ**  
1902 GREEN BAY RD.  
EVANSTON, IL.  
60201

Shipping Address  
1902 GREEN BAY RD.  
EVANSTON, IL.  
60201

Contact **CHERYL JUDICE**  
Phone (847) 494-4700

Payment Terms  
50% Down/Balance due on delivery

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	SUB-TOTAL
CURLEAD	CURRENT LEAD TIME - 8 WEEKS - SUBJECT TO CHANGE	1	\$0.00	\$0.00
QUOGOOD	QUOTE GOOD THROUGH 12/31/2020	1	\$0.00	\$0.00

SUB-TOTAL \$48,992.41  
Illinois Sales Tax \$3,919.39  
FREIGHT \$1,934.00  
TOTAL \$54,845.80

**To:**  
Hecky's BBQ  
Cheryl Judice  
1902 Green Bay Rd,  
Evanston, IL 60201

**Project:**  
Hecky's BBQ  
1902 Green Bay Rd,  
Evanston, IL 60201

**From:**  
A.D.E. Restaurant Services, Inc.  
Kevin Corral  
471 S. Irmen Drive  
Addison, IL 60101-4313  
630-628-0811  
(630) 628-0811 (Contact)  
(630) 628-0825 (Fax)

Project Code: 8134

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>CABINET, COOK / HOLD / OVEN</b>  Winston Industries Model No. CHV5-05UV-ST CVap® Cook & Hold Oven, electric, stacked, half-size, two compartment, insulated, convection cooking, accommodates (10) 18" x 26" sheet pans or (20) 13" x 18" sheet pans or (20) 12" x 20" hotel pans, load limit 65 lbs (29.25 kg) per rack, (2) field reversible hinged solid doors, magnetic door handle, C-Touch control with processor, HACCP temperature downloads, USB & audio ports, auto water fill, stainless steel interior & exterior, NSF, CE, UL, cUL, UL-Sanitation	9,506.00	9,506.00
	1 ea	1 year limited warranty is standard (excluding gaskets, lamps, hoses, power cords, glass panels & evaporators) - for equipment operated in the US & Canada		
	1 ea	International warranty & logistics fee - 7% fee (net total of equipment order excluding freight & tax) is required to be added on order to provide warranty support for equipment to be operated outside the US & Canada		
	1 ea	(2) 208v/60/1-ph, 4803 watts, 23.0 amps, (US) NEMA 6-30P		
	1 ea	Right hand		
	1 ea	3" Plate casters (2) with brakes, standard		
	1 pr	PS3167 Drain Kit, for stacked pairs (price shown is net)	65.00	65.00
			<b>ITEM TOTAL:</b>	<b>9,571.00</b>

Item	Qty	Description	Unit	Unit Price	Total Price
3	1 ea	<b>PROOFER CABINET, MOBILE</b>  Winston Industries Model No. HOV3-14UV CVap® Holding Cabinet, mobile, full-size, insulated, convection holding, accommodates (14) 18" x 26" sheet pans or (28) 13" x 18" sheet pans or (28) 12" x 20" hotel pans, load limit 65 lbs (29.25 kg) per rack, (2) field reversible hinged solid doors, magnetic door handle, membrane control, HACCP temperature downloads, CVap technology, USB port, manual water fill, stainless steel interior & exterior, NSF, CE, UL-Sanitation, cUL, UL		3,859.00	3,859.00
	1 ea	1 year limited warranty is standard (excluding gaskets, lamps, hoses, power cords, glass panels & evaporators) - for equipment operated in the US & Canada			
	1 ea	International warranty & logistics fee - 7% fee (net total of equipment order excluding freight & tax) is required to be added on order to provide warranty support for equipment to be operated outside the US & Canada			
	1 ea	120v/60/1-ph, 2292 watts, 19.1 amps, NEMA 5-20P			
	1 ea	Right hand			
	1 ea	3" Plate casters (2) with brakes, standard			
			<b>ITEM TOTAL:</b>		<b>3,859.00</b>
4	1 ea	<b>WARMING DRAWER, FREE STANDING</b>  Winston Industries Model No. HBB5D1 CVap® Hold & Serve Drawer, with fan, (2) electric differential controls, (1) drawer, full-perimeter insulated, water fill operated manually, holds approximately 0.8 gallons (3 L) of water, load limit 20 lbs. per drawer, stainless steel construction, UL, cUL, UL-Sanitation, NSF		2,061.00	2,061.00
	1 ea	1 year limited warranty is standard (excluding gaskets, lamps, hoses, power cords, glass panels & evaporators) - for equipment operated in the US & Canada			
	1 ea	International warranty & logistics fee - 7% fee (net total of equipment order excluding freight & tax) is required to be added on order to provide warranty support for equipment to be operated outside the US & Canada			
	1 ea	120v/60/1-ph, 1572 watts, 13.1 amps, 15 MCA, (US) NEMA 5-15P			
	1 ea	1/2" Feet for Drawer Unit			
			<b>ITEM TOTAL:</b>		<b>2,061.00</b>

Item	Qty	Description	Sell	Sell Total
5	1 ea	<b>PRESSURE FRYER, ELECTRIC</b>  Winston Industries Model No. LP56 Collectramatic® Pressure Fryer, compact, (6) head (18 lbs. product/75 lbs. cooking oil capacity), processor control with 8 programmable channels, full 1-1/2" insulation, mounted, includes (1) clamshell basket, (2) collector gaskets, (2) lid gaskets, (1) spatula, (1) drain hook, (1) Teflon® brush, (1) long collector, (1) heat plate, & (4) adjustable legs, stainless steel construction, UL, cUL, UL-Sanitation, NSF	6,759.00	6,759.00
	1 ea	1 year limited warranty is standard (excluding gaskets, lamps, hoses, power cords, glass panels & evaporators) - for equipment operated in the US & Canada		
	1 ea	International warranty & logistics fee - 7% fee (net total of equipment order excluding freight & tax) is required to be added on order to provide warranty support for equipment to be operated outside the US & Canada		
	1 ea	208v/60/3-ph, 10,500 watts, 29.2 amps, 50 MCA, (US & Canada)		
	1 ea	Quarter rack basket, 6-head, wire (replaces standard Clamshell basket)		
			<b>ITEM TOTAL:</b>	<b>6,759.00</b>
7	1 ea	<b>FOOD PACKAGING MACHINE</b>  Henkelman Inc Model No. BOXER 52II COMBIVAC BOXER 52II COMBIVAC Vacuum Packaging Machine, countertop, 20-1/2"W x 16"D x 7"H chamber, (2) removable 16"W seal bars (left and right) with (2) wires, digital sensor controls, 889 cf/h (25 m³/h) capacity Busch vacuum pump, (20) program memory with standard Advanced Control System (CombiVac control), automatic transparent hood lid, USB port, includes filler plates, stainless steel exterior, 1.34 HP, 110-120v/60/1-ph, 16.0 amps, NEMA 5-20P, 6ft. cord, ETL-Sanitation, cETLus, CE	4,367.00	4,367.00
	1 ea	1 year labor & 3 year parts warranty, standard		
	1 ea	(2) Seal bar left & right, standard		
	1 ea	Double seal, standard		
	1 ea	SERVICE KIT Service Kit, for standard maintenance		
	1 ea	Liquid control sensor with inclined insert plate	480.00	480.00
			<b>ITEM TOTAL:</b>	<b>4,847.00</b>
<b>SUBTOTAL</b>				<b>27,097.00</b>
101	1 ea	<b>TAXABLE FREIGHT</b> Services to Include Freight from the factory direct to our warehouse-	734.00	734.00
			<b>ITEM TOTAL:</b>	<b>734.00</b>
102	1 ea	<b>DELIVERY &amp; PLACEMENT</b> Services to Include Team will receive the equipment, inspect for damage, consolidate until the site is ready, deliver to the site, unload from the truck, then uncrate and then set in place equipment for final connections by trades. Includes work done on a single trip Monday-Friday 6:00AM-4:00 PM.	1,589.00	1,589.00
			<b>ITEM TOTAL:</b>	<b>1,589.00</b>
			Merchandise	29,420.00
			Tax 8%	2,353.60
			<b>Total</b>	<b>31 772 60</b>



For Instant Quotes click here:  
[Restaurant Equipment Financing](#)

For more information:  
email: [FoodService@LeaseQ.com](mailto:FoodService@LeaseQ.com)  
phone: (781) 328-9511

**Finance-to-Own**

- 24-month term: 1,309.48\*
- 36-month term: 900.55\*
- 48-month term: 696.37\*
- 60-month term: 574.28\*

\*Finance rates are subject to change and credit approval.  
Finance option applies to qualifying equipment only.

Prices Good Until: 09/22/2020

**TERMS & CONDITIONS:**

**A:** All prices are firm for acceptance within 30 days. After 30 days any manufacturers price increases will be applied to your prices.

**B:** Delivery services will include receiving equipment at our local warehouse and delivering equipment to your business. All equipment will be uncrated, assembled and set in place by A.D.E. Restaurant Services personnel for final mechanical connections by others. All doors, hallways, and openings must be large enough to accommodate the proposed equipment. Any outside contractors or union laborers (IE: glazers, crane rental, etc.) required to complete delivery are not included in this proposal. Exhaust hoods, fans and curbs will be delivered only for placement by others unless otherwise specified. Wall backing for all wall hung equipment must be provided by others. Placement will include hanging wall shelves. Non-movable equipment will be leveled and sealed in place with an approved silicone. Any required filler pieces or enclosures are not included unless specified in this quotation.

**C:** All new equipment will have standard manufacturers warranties unless otherwise specified. Warranties do not cover product loss or loss of revenue due to equipment failure, application or availability of equipment or parts.

**D:** Terms of payment to be as follows; (fifty percent) \$\_\_\_\_\_ required when placing order and the balance of \$\_\_\_\_\_ due prior to delivery of equipment is completed. These terms are tentative and subject to approval by A.D.E. Restaurant Services after credit information and security agreements have been provided and reviewed. A 1.5% monthly service charge will be added to all past due accounts.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

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

Project Grand Total: 31,773.60

To:  
Hecky's BBQ  
Cheryl Judice  
1902 Green Bay Rd,  
Evanston, IL 60201

Project:  
Hecky's BBQ  
1902 Green Bay Rd,  
Evanston, IL 60201

From:  
A.D.E. Restaurant Services, Inc.  
Kevin Corral  
471 S. Irmen Drive  
Addison, IL 60101-4313  
630-628-0811  
(630) 628-0811 (Contact)  
(630) 628-0825 (Fax)

Project Code: 8154

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>CONVECTION OVEN, GAS</b>  Vulcan Model No. VC44GD Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, 8" high legs, stainless steel front, top and sides, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®	7,441.00	7,441.00
	1 ea	1 year limited parts & labor warranty, standard *****ELGIBLE FOR A INSTANT \$1000 REBATE*****		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	1 ea	(2) 120v/60/1-ph, 15.4 amps total, (2) 6' cords with plugs, standard		
	1 ea	Gas manifold piping included with stacking kit to provide single point gas connection		
	1 st	Casters, set of (4) in lieu of standard legs	92.00	92.00
			<b>ITEM TOTAL:</b>	<b>7,533.00</b>
1A	1 kt	<b>GAS CONNECTOR HOSE KIT / ASSEMBLY</b>  T&S Brass Model No. HG-4D-48SK Safe-T-Link Gas Connector Kit, 3/4" connection, 48"L, stainless steel braid with extruded coating, (1) quick disconnect, (2) SwiveLink swivels, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5'	247.00	247.00
			<b>ITEM TOTAL:</b>	<b>247.00</b>
2	1 ea	<b>RANGE, 36", 6 OPEN BURNERS</b>  Vulcan Model No. 365-6BN Endurance™ Restaurant Range, natural gas, 36", (6) 30,000 BTU burners, lift-off burner heads, standard oven, stainless steel front, sides, backriser, & lift-off high shelf, fully MIG welded chassis, 6" adjustable legs, 215,000 BTU, CSA, NSF	2,484.00	2,484.00
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Stainless steel backriser & lift-off high shelf, standard		
	1 st	CASTERS RR4 Casters, 5" (set of 4) (2 with locks)	100.00	100.00
			<b>ITEM TOTAL:</b>	<b>2,584.00</b>
2A	1 kt	<b>GAS CONNECTOR HOSE KIT / ASSEMBLY</b>  T&S Brass Model No. HG-4D-48SK Safe-T-Link Gas Connector Kit, 3/4" connection, 48"L, stainless steel braid with extruded coating, (1) quick disconnect, (2) SwiveLink swivels, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5'	247.00	247.00
			<b>ITEM TOTAL:</b>	<b>247.00</b>
3,1	1 ea	<b>CHARBROILER, GAS, COUNTERTOP</b>  Vulcan Model No. VTEC25 IRX™ Infrared Charbroiler, gas, countertop, 25-1/2", (2) 22,000 BTU burner, manual control, piezo ignition, crumb tray, stainless steel cooking grids, sides, control panel, top trim, removable heat shield & backsplash, 4" adjustable legs, 44,000 BTU, CSA, NSF  *****ELGIBLE FOR A INSTANT \$1000 REBATE*****	3,224.00	3,224.00
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
			<b>ITEM TOTAL:</b>	<b>3,224.00</b>

Item	Qty	Description	Sell	Sell Total
3A	1 kt	<b>GAS CONNECTOR HOSE KIT / ASSEMBLY</b> T&S Brass Model No. HG-4D-48SK Safe-T-Link Gas Connector Kit, 3/4" connection, 48"L, stainless steel braid with extruded coating, (1) quick disconnect, (2) SwiveLink swivels, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5'	247.00	247.00
			<b>ITEM TOTAL:</b>	<b>247.00</b>
3B	1 ea	<b>EQUIPMENT STAND, FOR COUNTERTOP COOKING</b> John Boos Model No. GS6-3024SSK Equipment Stand, open base, 24"W x 30"D x 24"H, 16/300 stainless steel top with 1-1/2"H up-turn on back & both sides, stainless steel legs & adjustable undershelf, bullet feet, KD, NSF, CSA-Sanitation	439.00	439.00
	1 ea	X-02071 Set-up/welded (4) legs (Add suffix-" W" to model number) (modification)	68.00	68.00
	1 st	CAS01-R Casters, 5", heavy duty, locking, for 1-5/8" diameter legs (set of 4)	92.00	92.00
			<b>ITEM TOTAL:</b>	<b>599.00</b>
4	3 ea	<b>GAS FLOOR FRYER</b> Vulcan Model No. LG400 Fryer, gas, 15-1/2" W, free-standing, 45-50 lb capacity, millivolt thermostat controls, twin baskets, legs, stainless steel front top, door and fry tank, 120,000 BTU, CSA Star, CSA Flame, NSF	1,285.00	3,855.00
	3 ea	1 year limited parts & labor warranty, standard		
	3 ea	5 year limited fry tank warranty (NOTE: If tank fails within the first year & verified by an authorized service agency, then the entire LG fryer will be replaced), standard		
	3 ea	Natural gas (specify elevation if over 2,000 ft.)		
	3 st	CASTERS PLTMNT Set of 4 adjustable casters, 6" overall height, plate mount, (2) with brakes	100.00	300.00
			<b>ITEM TOTAL:</b>	<b>4,155.00</b>
4A	3 kt	<b>GAS CONNECTOR HOSE KIT / ASSEMBLY</b> T&S Brass Model No. HG-4D-48SK Safe-T-Link Gas Connector Kit, 3/4" connection, 48"L, stainless steel braid with extruded coating, (1) quick disconnect, (2) SwiveLink swivels, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5'	247.00	741.00
			<b>ITEM TOTAL:</b>	<b>741.00</b>
5	2 ea	<b>MICROWAVE OVEN</b> ACP Model No. RFS12TS Amana® Commercial Microwave Oven, 1.2 cu. ft., 1200 watts, medium volume, 4-stage cooking, (5) power levels, (100) memory settings, 60-minute max cooking time, LED display, touch control, ADA-compliant Braille touch pads, audible end of cycle signal, side hinged door with tempered glass, lighted interior, sealed-in ceramic shelf, stainless steel exterior & interior, 120v/60/1-ph, 16.0 amps, 20 MCA, 2000 watts (total), NEMA 5-20P, cETLus, ETL-Sanitation	919.00	1,838.00
	2 ea	3 year full warranty, standard		
			<b>ITEM TOTAL:</b>	<b>1,838.00</b>
6A	1 ea	<b>REACH-IN REFRIGERATOR</b> Turbo Air Model No. TSR-49SD-N6 Super Deluxe Refrigerator, reach-in, two-section, 42.69 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) hinged solid doors with recessed handles, LED interior lighting, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.3 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	3,658.00	3,658.00
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	3 year parts & labor warranty, standard (self-contained only) *****ELIGIBLE FOR A INSTANT \$75 REBATE*****		
	1 ea	7 year compressor warranty (self-contained only), (updated warranty & spec sheets pending from Turbo Air)		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 st	Caster Set, swivel, locking front wheels, standard		
			<b>ITEM TOTAL:</b>	<b>3,658.00</b>

Item	Qty	Description	Sell	Sell Total
6A	1 ea	<b>REACH-IN REFRIGERATOR</b>  Turbo Air Model No. TSR-23SD-N6 Super Deluxe Refrigerator, reach-in, one-section, 19.03 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, right hinged solid door with recessed handle, LED interior lighting, (3) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, Turbo cooling, automatic fan motor delays, door pressure release device, self-cleaning condenser equipped, door locks, bottom mount compressor, R600a Hydrocarbon refrigerant, 1/8 HP, 115v/60/1-ph, 1.5 amps, (3 wire with ground), NEMA 5-15P, ETL-Sanitation, cETLus, ENERGY STAR® 1 ea Note: Contact factory representative for parts & accessories discounts 1 ea 3 year parts & labor warranty, standard (self-contained only) *****ELIGIBLE FOR A INSTANT \$75 REBATE***** 1 ea 7 year compressor warranty (self-contained only), (updated warranty & spec sheets pending from Turbo Air) 1 ea Self-cleaning condenser device equipped, standard 1 ea Must specify door hinging 1 st Caster Set, swivel, locking front wheels, standard	2,489.00	2,489.00
			<b>ITEM TOTAL:</b>	<b>2,489.00</b>
7	2 ea	<b>REACH-IN FREEZER</b>  Turbo Air Model No. TSF-49SD-N Super Deluxe Freezer, reach-in, two-section, 39.9 cu. ft., self-contained, stainless steel front & side, galvanized back & top of the cabinet, stainless steel interior, (2) solid hinged doors with recessed handles, (6) adjustable stainless steel wire shelves, exterior LED digital thermometer, door-open alarm beeps, self-diagnostic monitoring system, smart defrost, automatic fan motor delays, door pressure release device, LED interior lighting, self-cleaning condenser equipped, door locks, bottom mount compressor, R290 Hydrocarbon refrigerant, 2/3 HP, 115v/60/1-ph, 5.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® 2 ea Note: Contact factory representative for parts & accessories discounts *****ELIGIBLE FOR A INSTANT \$200 REBATE***** 2 ea 3 year parts & labor warranty, standard (self-contained only) 2 ea 7 year compressor warranty (self-contained only), (updated warranty & spec sheets pending from Turbo Air) 2 ea Self-cleaning condenser device equipped, standard 2 st Caster Set, swivel, locking front wheels, standard	4,617.00	9,234.00
			<b>ITEM TOTAL:</b>	<b>9,234.00</b>
8	1 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b>  Turbo Air Model No. TST-60SD-08S-N Super Deluxe Sandwich/Salad Unit, two-section, 16.0 cu. ft., stainless steel top with 8-pan opening, (2) stainless steel doors with recessed handles, ABS door liner, (2) stainless steel shelves, cold air compartment, insulated pan cover, 9-1/2"D cutting board, digital temperature control & monitoring system, LED interior lighting & fan control, stainless steel interior & exterior (galvanized steel back & bottom) self-cleaning condenser equipped, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 4.4 amps, NEMA 5-15P, cETLus, ETL-Sanitation (allow 4 weeks lead time for TST-DS models) 1 ea Note: Contact factory representative for parts & accessories discounts 1 ea 3 year parts & labor warranty, standard 1 ea Additional 2 year compressor warranty (5 year total), standard 1 ea 1/6 size, 4" deep condiment pan & pan dividers included, standard 1 st Caster Set, swivel, locking front wheels, standard	2,975.00	2,975.00
			<b>ITEM TOTAL:</b>	<b>2,975.00</b>
10	6 ea	<b>WORK TABLE, 60", STAINLESS STEEL TOP</b>  John Boos Model No. ST6R5-3060SSK Work Table, 60"W x 30"D, 16/300 stainless steel top with 5" backsplash, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD 6 ea X-0207JW Setup/Welded Completely (4) legs with shelf (Change K in base model number to W) (base is non-removable from top) (freight class change required when choosing this option) (modification)	691.00	4,146.00
			<b>ITEM TOTAL:</b>	<b>4,554.00</b>
7	1 ea	<b>WORK TABLE, 30", STAINLESS STEEL TOP</b>  John Boos Model No. ST6R5-2430SSK Work Table, 30"W x 24"D, 16/300 stainless steel top with 5" backsplash, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD 1 ea X-0207JW Setup/Welded Completely (4) legs with shelf (Change K in base model number to W) (base is non-removable from top) (freight class change required when choosing this option) (modification)	518.00	518.00
			<b>ITEM TOTAL:</b>	<b>586.00</b>
			<b>SUBTOTAL</b>	<b>44,911.00</b>

Item	Qty	Description	Sell	Sell Total
101	1 ea	<b>TAXABLE FREIGHT</b> Services to Include Freight from the factory direct to our warehouse-	169.00	169.00
			<b>ITEM TOTAL:</b>	<b>169.00</b>
102	1 ea	<b>DELIVERY &amp; PLACEMENT</b> Services to Include Team will receive the equipment, inspect for damage, consolidate until the site is ready, deliver to the site, unload from the truck, then uncrate and then set in place equipment for final connections by trades. Includes work done on a single trip Monday-Friday 6:00AM-4:00 PM.	3,200.00	3,200.00
			<b>ITEM TOTAL:</b>	<b>3,200.00</b>

Merchandise	48,280.00
Tax 8%	3,606.40
<b>Total</b>	<b>51,886.40</b>



**Finance-to-Own**  
 24-month term: 2,148.94\*  
 36-month term: 1,477.85\*  
 48-month term: 1,142.79\*  
 60-month term: 942.43\*

\*Finance rates are subject to change and credit approval.  
 Finance option applies to qualifying equipment only.

For Instant Quotes click here:  
[Restaurant Equipment Financing](#)

For more information:  
 email: [FoodService@LeaseQ.com](mailto:FoodService@LeaseQ.com)  
 phone: (781) 328-9511

Prices Good Until: 09/22/2020

**TERMS & CONDITIONS:**

**A:** All prices are firm for acceptance within 30 days. After 30 days any manufacturers price increases will be applied to your prices.

**B:** Delivery services will include receiving equipment at our local warehouse and delivering equipment to your business. All equipment will be uncrated, assembled and set in place by A.D.E. Restaurant Services personnel for final mechanical connections by others. All doors, hallways, and openings must be large enough to accommodate the proposed equipment. Any outside contractors or union laborers (IE: glazers, crane rental, etc.) required to complete delivery are not included in this proposal. Exhaust hoods, fans and curbs will be delivered only for placement by others unless otherwise specified. Wall backing for all wall hung equipment must be provided by others. Placement will include hanging wall shelves. Non-movable equipment will be leveled and sealed in place with an approved silicone. Any required filler pieces or enclosures are not included unless specified in this quotation.

**C:** All new equipment will have standard manufacturers warranties unless otherwise specified. Warranties do not cover product loss or loss of revenue due to equipment failure, application or availability of equipment or parts.

**D:** Terms of payment to be as follows; (fifty percent) \$ \_\_\_\_\_ required when placing order and the balance of \$ \_\_\_\_\_ due prior to delivery of equipment is completed. These terms are tentative and subject to approval by A.D.E. Restaurant Services after credit information and security agreements have been provided and reviewed. A 1.5% monthly service charge will be added to all past due accounts.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

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

Project Grand Total: 51,886.40



[www.naksinc.com](http://www.naksinc.com)  
[sales@naksinc.com](mailto:sales@naksinc.com)

172 Reaser Court  
 Elyria, OH 44035

Phone: 440-365-4567  
 Toll Free Ph: 800-854-3267

Fax: 440-365-2100

PO Number:

Quote Number: 77052  
 Quote Date: 9/2/2020  
 Sales Rep: Tanya

Bill To Name: Complete Hood Service  
 Bill To: 848 Dodge Ave Suite 308  
 Evanston, Illinois  
 60202

Ship to Name: Complete Hood Service  
 Ship To: Evanston, IL  
 60202

Phone: (773) 502-0989

Email: phenom102@aol.com

Quantity	Product	Description
1.00	36B-3000-FF	Belt Drive Centrifugal Upblast Exhaust Fan 3000 CFM, 1 PH, 1339 RPM
1.00	CURB ADAPTOR	8" Tall Curb Adaptor - to Fit Existing 29" SQ Curb
1.00	HINGE KIT - Standard	HINGE KIT - Standard
1.00	FREE FRT	Free Freight. Ship Via Common Carrier. Shipping Surcharges for Residential or Special Requests May Apply. Inside Delivery NOT Included. Liftgate NOT Included.

Tax \$64.78  
 Total Amount 1,101.25

Optional Items (Not Included in Total): Electrical Control Box with Duct Thermostat - Call For Pricing; Grease Extractor for Exhaust Fan - Call For Pricing; SS Back Wall Panels (with Seams/Ends) - Call For Pricing

Terms: PREPAID OR CREDIT CARD

Conditions of Sale: All price quotes are valid for thirty (30) days from the above date. ALL SALES ARE FINAL. Order changes after 48 hours may be subject to a fee. All installation, electrical, roofing, ducting, construction, and architectural work as well as permit fees, stainless steel wall panels and/or shrouds, duct enclosures, fire wrap, fire system connection, and testing are NOT INCLUDED unless specified in writing above. Buyer responsible for compliance with local regulations including but not limited to clearance to combustible materials requirements. Seller WILL NOT be liable for any consequential or indirect damages. This agreement is subject to Ohio law. Your signature below acknowledges your agreement with all the terms stated herein.  
 Thank you for the opportunity to serve you. We look forward to serving your ventilation needs.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Hecky's Barbecue - Amortization Schedule - Economic Development Loan

1902 Greenbay

Loan Amount       \$       25,000   Loan Start Date       11/1/2020  
 Interest Rate       2.50   First Payment       11/1/2021  
 # of Pym Months    108   *(120 month loan, interest free, no payments year 1)*  
 Monthly Payment    **(\$258.74)**

Payment #	Date	Start Balance	Interest	Payment	End Balance
1	11/1/2020	25,000.00	-	-	25,000.00
2	12/1/2020	25,000.00	-	-	25,000.00
3	1/1/2021	25,000.00	-	-	25,000.00
4	2/1/2021	25,000.00	-	-	25,000.00
5	3/1/2021	25,000.00	-	-	25,000.00
6	4/1/2021	25,000.00	-	-	25,000.00
7	5/1/2021	25,000.00	-	-	25,000.00
8	6/1/2021	25,000.00	-	-	25,000.00
9	7/1/2021	25,000.00	-	-	25,000.00
10	8/1/2021	25,000.00	-	-	25,000.00
11	9/1/2021	25,000.00	-	-	25,000.00
12	10/1/2021	25,000.00	-	-	25,000.00
13	11/1/2021	25,000.00	52.08	(258.74)	24,793.34
14	12/1/2021	24,793.34	51.65	(258.74)	24,586.26
15	1/1/2022	24,586.26	51.22	(258.74)	24,378.74
16	2/1/2022	24,378.74	50.79	(258.74)	24,170.79
17	3/1/2022	24,170.79	50.36	(258.74)	23,962.41
18	4/1/2022	23,962.41	49.92	(258.74)	23,753.59
19	5/1/2022	23,753.59	49.49	(258.74)	23,544.34
20	6/1/2022	23,544.34	49.05	(258.74)	23,334.65
21	7/1/2022	23,334.65	48.61	(258.74)	23,124.52
22	8/1/2022	23,124.52	48.18	(258.74)	22,913.96
23	9/1/2022	22,913.96	47.74	(258.74)	22,702.96
24	10/1/2022	22,702.96	47.30	(258.74)	22,491.52
25	11/1/2022	22,491.52	46.86	(258.74)	22,279.64
26	12/1/2022	22,279.64	46.42	(258.74)	22,067.32
27	1/1/2023	22,067.32	45.97	(258.74)	21,854.55
28	2/1/2023	21,854.55	45.53	(258.74)	21,641.34
29	3/1/2023	21,641.34	45.09	(258.74)	21,427.69
30	4/1/2023	21,427.69	44.64	(258.74)	21,213.59
31	5/1/2023	21,213.59	44.19	(258.74)	20,999.05
32	6/1/2023	20,999.05	43.75	(258.74)	20,784.06
33	7/1/2023	20,784.06	43.30	(258.74)	20,568.62
34	8/1/2023	20,568.62	42.85	(258.74)	20,352.73
35	9/1/2023	20,352.73	42.40	(258.74)	20,136.39
36	10/1/2023	20,136.39	41.95	(258.74)	19,919.60
37	11/1/2023	19,919.60	41.50	(258.74)	19,702.36
38	12/1/2023	19,702.36	41.05	(258.74)	19,484.67
39	1/1/2024	19,484.67	40.59	(258.74)	19,266.53
40	2/1/2024	19,266.53	40.14	(258.74)	19,047.93
41	3/1/2024	19,047.93	39.68	(258.74)	18,828.87
42	4/1/2024	18,828.87	39.23	(258.74)	18,609.36
43	5/1/2024	18,609.36	38.77	(258.74)	18,389.39
44	6/1/2024	18,389.39	38.31	(258.74)	18,168.96
45	7/1/2024	18,168.96	37.85	(258.74)	17,948.07
46	8/1/2024	17,948.07	37.39	(258.74)	17,726.73
47	9/1/2024	17,726.73	36.93	(258.74)	17,504.92
48	10/1/2024	17,504.92	36.47	(258.74)	17,282.65
49	11/1/2024	17,282.65	36.01	(258.74)	17,059.91
50	12/1/2024	17,059.91	35.54	(258.74)	16,836.72
51	1/1/2025	16,836.72	35.08	(258.74)	16,613.05
52	2/1/2025	16,613.05	34.61	(258.74)	16,388.93
53	3/1/2025	16,388.93	34.14	(258.74)	16,164.33
54	4/1/2025	16,164.33	33.68	(258.74)	15,939.27
55	5/1/2025	15,939.27	33.21	(258.74)	15,713.74
56	6/1/2025	15,713.74	32.74	(258.74)	15,487.73
57	7/1/2025	15,487.73	32.27	(258.74)	15,261.26
58	8/1/2025	15,261.26	31.79	(258.74)	15,034.32
59	9/1/2025	15,034.32	31.32	(258.74)	14,806.90
60	10/1/2025	14,806.90	30.85	(258.74)	14,579.01
61	11/1/2025	14,579.01	30.37	(258.74)	14,350.64
62	12/1/2025	14,350.64	29.90	(258.74)	14,121.80
63	1/1/2026	14,121.80	29.42	(258.74)	13,892.48
64	2/1/2026	13,892.48	28.94	(258.74)	13,662.68

**Hecky's Barbecue - Amortization Schedule - Economic Development Loan**

1902 Greenbay

Loan Amount       \$       25,000   Loan Start Date       11/1/2020  
 Interest Rate       2.50   First Payment       11/1/2021  
 # of Pym Months    108   *(120 month loan, interest free, no payments year 1)*  
 Monthly Payment    *(\$258.74)*

Payment #	Date	Start Balance	Interest	Payment	End Balance
65	3/1/2026	13,662.68	28.46	(258.74)	13,432.41
66	4/1/2026	13,432.41	27.98	(258.74)	13,201.66
67	5/1/2026	13,201.66	27.50	(258.74)	12,970.42
68	6/1/2026	12,970.42	27.02	(258.74)	12,738.70
69	7/1/2026	12,738.70	26.54	(258.74)	12,506.50
70	8/1/2026	12,506.50	26.06	(258.74)	12,273.82
71	9/1/2026	12,273.82	25.57	(258.74)	12,040.65
72	10/1/2026	12,040.65	25.08	(258.74)	11,807.00
73	11/1/2026	11,807.00	24.60	(258.74)	11,572.86
74	12/1/2026	11,572.86	24.11	(258.74)	11,338.23
75	1/1/2027	11,338.23	23.62	(258.74)	11,103.11
76	2/1/2027	11,103.11	23.13	(258.74)	10,867.50
77	3/1/2027	10,867.50	22.64	(258.74)	10,631.40
78	4/1/2027	10,631.40	22.15	(258.74)	10,394.81
79	5/1/2027	10,394.81	21.66	(258.74)	10,157.73
80	6/1/2027	10,157.73	21.16	(258.74)	9,920.15
81	7/1/2027	9,920.15	20.67	(258.74)	9,682.08
82	8/1/2027	9,682.08	20.17	(258.74)	9,443.51
83	9/1/2027	9,443.51	19.67	(258.74)	9,204.45
84	10/1/2027	9,204.45	19.18	(258.74)	8,964.89
85	11/1/2027	8,964.89	18.68	(258.74)	8,724.82
86	12/1/2027	8,724.82	18.18	(258.74)	8,484.26
87	1/1/2028	8,484.26	17.68	(258.74)	8,243.20
88	2/1/2028	8,243.20	17.17	(258.74)	8,001.63
89	3/1/2028	8,001.63	16.67	(258.74)	7,759.56
90	4/1/2028	7,759.56	16.17	(258.74)	7,516.99
91	5/1/2028	7,516.99	15.66	(258.74)	7,273.91
92	6/1/2028	7,273.91	15.15	(258.74)	7,030.33
93	7/1/2028	7,030.33	14.65	(258.74)	6,786.23
94	8/1/2028	6,786.23	14.14	(258.74)	6,541.63
95	9/1/2028	6,541.63	13.63	(258.74)	6,296.52
96	10/1/2028	6,296.52	13.12	(258.74)	6,050.90
97	11/1/2028	6,050.90	12.61	(258.74)	5,804.77
98	12/1/2028	5,804.77	12.09	(258.74)	5,558.12
99	1/1/2029	5,558.12	11.58	(258.74)	5,310.96
100	2/1/2029	5,310.96	11.06	(258.74)	5,063.29
101	3/1/2029	5,063.29	10.55	(258.74)	4,815.10
102	4/1/2029	4,815.10	10.03	(258.74)	4,566.39
103	5/1/2029	4,566.39	9.51	(258.74)	4,317.17
104	6/1/2029	4,317.17	8.99	(258.74)	4,067.42
105	7/1/2029	4,067.42	8.47	(258.74)	3,817.16
106	8/1/2029	3,817.16	7.95	(258.74)	3,566.37
107	9/1/2029	3,566.37	7.43	(258.74)	3,315.06
108	10/1/2029	3,315.06	6.91	(258.74)	3,063.23
109	11/1/2029	3,063.23	6.38	(258.74)	2,810.87
110	12/1/2029	2,810.87	5.86	(258.74)	2,557.99
111	1/1/2030	2,557.99	5.33	(258.74)	2,304.58
112	2/1/2030	2,304.58	4.80	(258.74)	2,050.64
113	3/1/2030	2,050.64	4.27	(258.74)	1,796.17
114	4/1/2030	1,796.17	3.74	(258.74)	1,541.18
115	5/1/2030	1,541.18	3.21	(258.74)	1,285.65
116	6/1/2030	1,285.65	2.68	(258.74)	1,029.59
117	7/1/2030	1,029.59	2.14	(258.74)	772.99
118	8/1/2030	772.99	1.61	(258.74)	515.87
119	9/1/2030	515.87	1.07	(258.74)	258.20
120	10/1/2030	258.20	0.54	(258.74)	0.00

## PROMISSORY NOTE

Name and Address of Borrower:

Hecky Powell, Inc (dba Hecky's Barbecue)  
1902 Green Bay  
Evanston, IL 60201

Commencement Date: November 1, 2020

### 1. BORROWER'S PROMISE TO PAY

FOR VALUE RECEIVED, the undersigned, Hecky Powell, Inc (dba Hecky's Barbecue), an Illinois corporation (referred to hereafter as the "Borrower"), promise to pay to the order of the City of Evanston, an Illinois home rule municipal corporation, with its principal office located at 2100 Ridge Avenue, Evanston, Illinois (the "Lender"), in the manner provided in this Note, the principal sum of \$50,000.00 (Twenty Five Thousand and 00/100 Dollars) (the "Loan").

The Loan is secured by a Uniform Commercial Code financing statement (the "UCC Financing Statement") which includes the Borrower's equipment and fixtures to be located at 1902 Green Bay, Evanston, Illinois (the "Property") for the operation of the business (the "Security"), together with interest computed on the basis of a 365 day year, from the date of disbursement on the balance of principal remaining from time to time unpaid at an annual rate equal to three percent (2.5%). Any principal amount not paid when due (at maturity, by acceleration, or otherwise) will bear interest thereafter until paid at a rate, which will be eighteen percent (18%). The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called "Note Holder".

### 2. LOAN TERM, FORGIVENESS AND REPAYMENT

The term of the Loan is ten (10) years, commencing on November 1, 2020 – October 1, 2030 (the "Loan Term"). One half of the Loan (\$25,000) will start to bear interest one year from the Commencement Date. The loan payments will be two hundred fifty-eight and 74/100 Dollars (\$258.74) each month. The Loan schedule is attached as Exhibit 1.

The interest rate is two and one half percent (2.5%) per annum and computed on the basis of a 365 day year. Borrower agrees to commence payments of the Loan on November 1, 2021. Loan payments will be due on or before the first day of the month. If the Borrower's Loan payment is five days after the first of the month or more, there shall be assessed a late fee of \$50. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called "Note Holder".

The remaining \$25,000 will be treated as a non-interest bearing forgivable loan. For each annual period of the loan, \$2,500 will be forgiven. In the event of default, the non-interest bearing balance of the loan will be due in full.

### 3. DISBURSEMENTS AND BORROWER RESPONSIBILITIES

**A. Funding Sources:** The Loan is conditioned on the completion and satisfaction of each part of Section 3 below. The Loan is funded through the City of Evanston Economic Development Fund.

**B. Project Completion:**

- i. Borrower must renovate the Subject Property, for the intended use of the Subject Property in substantial conformance with the plans submitted to the building permit division and included in the lease agreement with the City of Evanston.
- ii. Borrower shall provide documentation that bids for the Project were sought from no less than three contractors, of which one must be an Evanston-based contractor. If an Evanston based contractor is not available to seek bids based on the scope and scale of the Project work, this requirement will be waived upon confirmation from City staff that bid solicitation to Evanston based businesses was pursued by Borrower.
- iii. Borrower acknowledges and agrees that it cannot commence construction work for the Project unless and until the City Council approves the Loan and this Agreement is executed by both parties.

**C. Borrower Responsibilities:**

- i. The Borrower shall be responsible for hiring a licensed contractor to complete the Project. The Director or his designee may require submission of proof of the State License issued to the selected contractor.
- ii. The Borrower shall be responsible for contacting the appropriate City departments to arrange for obtaining all necessary approvals and/or permits required for construction and completion of the Project.
- iii. The Borrower shall be fully responsible for managing, monitoring, and scheduling the construction of the Project and ensuring its compliance with all applicable federal, State, and local laws and regulations.
- iv. The Borrower shall be fully responsible for ensuring that all invoices from the contractors, suppliers, vendors and/or other third parties are distributed to the City.
- v. Borrower shall during the Term and for a period of 2 years following the expiration of the Term, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Borrower, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting,

verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Borrower is found to have been overstated, Borrower shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

**D. Evanston business:**

- i. Borrower shall remain an Evanston based business for the entire Term. Meaning, Borrower cannot remove its operations from the Subject Property during the Term of this Agreement. In the event that Borrower ceases to operate at 1902 Green Bay Road, Evanston, Illinois during the Loan Term, any principal and interest not previously paid as well as the non-interest forgivable balance will be repaid within 30 days of vacating the property.
- ii. If Hecky Powell, Inc is sold, (except in circumstances of an illness of principal necessitating retirement) for any reason to any entity other than one controlled by the current managers of the LLC, or files for bankruptcy protection, the Borrower shall be in Default and any principal and interest not previously forgiven will be repaid on the balance remaining from Exhibit A depending on the date that the business is sold. The remaining balance, not previously forgiven, shall be paid to the City within thirty (30) days.
- iii. Borrower will coordinate with the City's Youth and Young Adult Program Manager and other workforce development professionals to employ Evanston residents with skills and abilities to work at the Subject Property either in full-time or part-time positions.

**E. Terms of Disbursement**

i. Disbursements. The City will issue the loan disbursements on a repayment basis with the following requirements:

- Borrower's request for reimbursement for equipment purchases must include: (a) copies of itemized invoices from vendor(s); (b) proof of payment to the vendor(s); (c) proof of reasonableness of the equipment selected, including copies of multiple quotes

ii. The Borrower must provide the invoices as soon as available to the City prior to disbursement and provide the City at least 15 days to disburse the payment. The City will disburse up to \$50,000. If the invoices do not exceed \$50,000, the City will only disburse up to the total amount of the invoices, reducing the total amount of the forgivable portion first.

**4. SECURITY FOR NOTE: UCC FINANCING STATEMENT**

The indebtedness evidenced by this Note (including all principal, interest, charges, fees, and expenses) is secured by the aforementioned Security, dated of even date herewith encumbering the fixtures and personal property of the Borrower. The Note, Security Agreement, and UCC Financing Statement shall be collectively referred to as the "Loan

Documents” and the terms of which are hereby incorporated by this reference. The Lender will file the UCC Financing Statement with the Secretary of State following the execution of this Note, which shall remain a valid lien on the Equipment and Fixtures until the Loan is paid off in full and until the end of the Loan Term. The Note, Security Agreement, Project Agreement, and UCC Financing Statement shall be collectively referred to as the “Loan Documents” and the terms of which are hereby incorporated by this reference.

## 5. DEFAULT AND REMEDIES

A. The occurrence of any one or more of the following events (“Event of Default”) with respect to Borrower shall constitute a default hereunder (“Default”):

i. If Borrower ceases to manufacture spirituous liquors within the borders of the City of Evanston (including by incidence of death of the Borrower). The Lender shall give written notice to Borrower of this Default. The Borrower shall have a period of thirty days to cure the Default (“Cure Period”).

ii. If all or any part of the Fixtures and Equipment or any interest in it is sold or transferred (or if a legal or beneficial interest in Borrower’s interest in the Fixtures and Equipment is sold or transferred) without Lender’s prior written consent.

iii. If a default or event of default occurs and is continuing under any representation or covenant under the Loan Documents.

iv. If a default or event of default occurs and is continuing under any other mortgage or loan agreement encumbering the Fixtures and Equipment.

v. Borrower or any beneficiary thereof shall (i) file a petition for liquidation, reorganization, or adjustment of debt under Title 11 of the United States Code or any similar law, state or federal, whether now or hereafter existing, or (ii) file any answer admitting insolvency or inability to pay debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten days, as hereinafter provided.

vi. Borrower or any beneficiary thereof shall make an assignment for the benefit of creditors of this Note, or shall admit in writing of its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of the Fixtures and Equipment.

B. The Borrower also promises that, if the Event of Default specified above, 4(A)(1), shall occur (after applicable notice and the Occupancy Cure Period detailed above) before the expiration of the Loan Term, the Borrower agrees to repay to the order of the Lender or its designee an amount equal to the original principal amount of the Loan and it is immediately due and payable. Provided however, if an Event of Default is solely with respect any other Event of Default specified above in 4(A), the Borrower shall have sixty (60) days after the date on which the notice is delivered to Borrower to cure such breach, provided, however, that if the curing of such non-monetary breach cannot be accomplished with due diligence within said period of sixty (60) days then Borrower shall have such additional reasonable period of time to cure such breach as may be necessary, provided Borrower shall have commenced to cure such breach within said

period, such cure shall have been diligently prosecuted by Borrower thereafter to completion ("Other Default Cure Period"). The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the Borrower does not cure the Default within the specified Other Default Cure Period within the notice, then this Note is due and payable only with respect to the remaining balance of the Loan at the time of Default.

C. If the Borrower Defaults hereunder and fails to cure the Default, during the 10-year loan Term, the Loan shall be immediately due and owing and the balance of the Loan shall be immediately repaid to Lender in full, subject to the availability of net proceeds from sale of the Fixtures and Equipment. The Lender can auction the Fixtures and Equipment and use the proceeds and apply it to the loan balance.

D. If any payments of interest or the unpaid principal balance due under this Note or any escrow fund payments for taxes or insurance required under the Security Agreement become overdue for a period in excess of ten days, the Borrower shall pay to Lender a late charge of \$50 per day. If any attorney is engaged by Lender, including in-house staff (a) to collect the indebtedness evidenced hereby or due under the Loan Documents, whether or not legal proceedings are thereafter instituted by Lender; (b) to represent Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Note; (c) to protect the lien of any of the Loan Documents; (d) to represent Lender in any other proceedings whatsoever in connection with this Note or any of the Loan Documents or the real estate described therein; or (e) as a result of the Borrower's Default and collection efforts, the Borrower shall pay to Lender all reasonable attorneys' fees and expenses incurred or determined to be due in connection therewith, in addition to all other amounts due hereunder.

E. Lender's remedies under this Note, and all of the other Loan Documents shall be cumulative and concurrent and may be pursued singly, successively, or together against the Borrower and any other Obligors (as defined below), the Property, and any other security described in the Loan Documents or any portion or combination of such real estate and other security, and Lender may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Lender's sole discretion. Failure of Lender, for a period of time or on more than one occasion to exercise its option to accelerate the maturity date shall not constitute a waiver of the right to exercise that option at any time during the continued existence of the Default or in the event of any subsequent Default. Lender shall not by any other omission or act be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in connection with one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in connection with a subsequent event.

## 6. PAYMENT OF NOTE HOLDER'S COSTS AND EXPENSES

If the Lender is required to initiate legal process as the result of the Borrower's Default as described above, the Lender will have the right to be paid back for all of its costs and expenses incurred as a result of such Default, to the extent not prohibited by applicable law. Those costs and expenses include but are not limited to, reasonable attorneys' fees, court costs, and related litigation expenses.

## 7. BORROWER'S WAIVERS

To the extent permitted by law, the Borrower waives all rights to require the Lender to do certain things. These things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice to dishonor"); (C) to obtain an official certification of nonpayment (known as "protest"). If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person, who takes over these obligations, is also obligated to keep all promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all of us together.

## 8. GIVING OF NOTICES

Any notices that must be given to the Borrower under this Note will be given by delivering or by mailing by certified mail addressed to the Borrower at the address of the Property set forth above.

Any notice that must be given to the Lender under this Note will be given by delivering it or mailing it by certified mail to the Lender at the following address:

City of Evanston  
Attn: Economic Development Division  
2100 Ridge Avenue, Room 3103  
Evanston, Illinois 60201

with a copy to:  
City of Evanston  
Attn: Corporation Counsel  
2100 Ridge Avenue, Room 4400  
Evanston, Illinois 60201

## 9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against the signatories either individually or together. This means that both signatories, either individually or together, may be required to pay all of the amounts

owed under this Note. Any person who takes over the rights or obligations of the Borrower, with the written permission of the Lender, will have all of the Borrower's rights and must keep all of the Borrower's promises made in this Note. Notwithstanding anything in the Security Agreement to the contrary, the Loan is a recourse obligation of the Borrower.

#### 10. GOVERNING LAW AND WAIVER OF TRIAL BY JURY

This Promissory Note shall be governed by the laws of the State of Illinois. **Borrower hereby represents and warrants that it knowingly and voluntarily waives any rights to trial by jury for any litigation related to or arising out of, under, or in any way connected with the obligations of this Note.**

#### 11. MISCELLANEOUS

The headings of sections and paragraphs in this Note are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Note, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. If any provision of this Note, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Note shall be construed as if such invalid part were never included herein. Time is of the essence of this Note.

Upon any endorsement, assignment, or other transfer of this Note by Lender or by operation of law, the term "Lender," as used herein, shall mean such endorsee, assignee, or other transferee or successor to Lender then becoming the holder of this Note.

This Note and all provisions hereof shall be binding on all persons claiming under or through the Undersigned. The terms "Undersigned" and "Borrower," as used herein, shall include the respective beneficiaries, successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees, and heirs of the Undersigned and Borrower and shall be binding upon the same

In the event the Undersigned is an Illinois land trust, then this Note is executed by the Trustee, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred on and vested in it as the Trustee, and is payable only out of the property specifically described in the Loan Documents securing the payment hereof, by the enforcement of the provisions contained therein. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Note or the making, issue, or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Note accepts the Note on the express condition that no duty shall rest on the Trustee to sequester the rents, issues, and profits arising from the property described in the Loan Documents, or the proceeds arising from the sale or other disposition thereof, but that in

case of Default in the payment of this Note or of any installment hereof, the sole remedies of the holder hereof shall be by foreclosure of the UCC Financing Statement, realization on the other security given under the other Loan Documents to secure indebtedness evidenced by this Note, in accordance with the terms and provisions set forth herein, or any combination of the above.

LENDER:

By: \_\_\_\_\_

Its: Interim City Manager, Erika Storlie

BORROWER:

By: \_\_\_\_\_

Its: President

Print Name: Cheryl Judice

**EXHIBIT 1**

**LOAN PAYMENT SCHEDULE**

## GUARANTY

Borrower: Sweet Vendome, Inc., an Illinois corporation

Lender: City of Evanston, an Illinois home rule municipal corporation

Guarantors: Pascal Berthoumieux,  
individual  
(address)

Principal Amount: \$50,000.00

Loan Term: 10 years (120 months)

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction, or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is limited to Borrower's obligations under the Note.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from Borrower's obligations under the Note.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and, all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this, Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender; by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated,

determined or due. For this purpose and without limitation" new indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; Incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death, Subject to the foregoing, Guarantor's, executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any, other guarantor or termination of any other guaranty of the Indebtedness shall not affect the ability of Guarantor under this guaranty. A revocation Lender receives from anyone or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof upon written notice to Guarantor by Lender, without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) Intentionally Deleted; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with anyone or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation. any non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations, in all or any part-of the Indebtedness: and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) Intentionally Deleted; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor;" (E) Intentionally Deleted; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, ,and all future financial information which will be provided Lender is and will be true and correct in all material respects and fairly present, Guarantor's financial condition as of the dates the financial information is provided; and (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and

no event has occurred which may materially adversely affect Guarantor's financial condition.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (C) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (D) Intentionally Deleted; (E) to pursue any other remedy within Lender's power; or (F) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law of public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by both parties.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. The Lender may hire or pay someone else to help enforce this Guaranty, and the Guarantor shall pay the costs and expenses of such enforcement.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender

harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and anyone or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them, If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If anyone or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

**Notices.** Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by tele-facsimile (unless, otherwise required by law) when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address, For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of

Guarantor's obligations as to any future transactions, Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any Instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**Waive Jury.** Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Sweet Vendome, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty Pascal Berthoumieux, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means City of Evanston, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security 'agreements, mortgages, deeds of trust, security deeds,

collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS, IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO UNDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY", NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE, THIS GUARANTY IS DATED \_\_\_\_\_, 2017.**

GUARANTOR:

\_\_\_\_\_  
Pascal Berthoumieux

## SECURITY AGREEMENT

This Security Agreement dated July 1, 2017 by and between the Sweet Vendome, Inc., an Illinois corporation hereinafter referred to collectively as the "Debtor" for value received, hereby grants to the City of Evanston, Illinois, an Illinois home rule municipality, with its principal address at 2100 Ridge Avenue, Evanston, Illinois 60201, hereinafter referred to as the "Secured Party," a security interest in the collateral listed in the attached **EXHIBIT A**, hereinafter referred to as the "Collateral" and incorporated by reference.

This security interest is given for the purpose of securing payment of any and all indebtedness of the Debtor to the Secured Party in connection with the loan made to the Debtor and evidenced by promissory note dated July 1, 2017, together with all costs and expenses in connection therewith including but not limited to expenses of retaking, preserving, repairing, maintaining, preparing for sale, and selling said collateral as well as reasonable attorney's fees, court costs, and other legal expenses. In the event that Debtor defaults in the payment of said indebtedness, or becomes insolvent, or fails to keep said collateral free of all other liens, or if for any reason the secured party feels insecure, Secured Party has the option of declaring the entire indebtedness immediately due and payable, and shall have all of the rights and remedies of a secured party under the Illinois Uniform Commercial Code as the same may be amended from time to time. The requirement of the reasonable notice of any sale hereunder shall be met if such notice is mailed, postage prepaid, to the address of the Debtor shown at the beginning of this agreement at least 5 days before the time of sale or disposition.

Secured Party and Debtor have caused this Agreement to be executed and delivered as of the date set forth opposite their name.

**City of Evanston, Illinois**

**Sweet Vendome, Inc.**

By: \_\_\_\_\_  
City Manager, Wally Bobkiewicz

By: \_\_\_\_\_  
President

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

**EXHIBIT A**  
**COLLATERAL EQUIPMENT LIST**