RESOLUTION 2019-153                    PASSED: NOVEMBER 25, 2019

APPROVING A BODY ART ESTABLISHMENT LICENSE FOR DEKALB
TATTOO COMPANY, 817 W. LINCOLN HIGHWAY, STE. A, DEKALB,
ILLINOIS.

WHEREAS, the City Council of the City of DeKalb has previously adopted Chapter 67 of
the City Code, which Chapter relates to the licensure of Body Art Establishments located
within the corporate limits of the City; and

WHEREAS, the City has been requested to approve of a body art license for the facility
known as DeKalb Tattoo Company, located at 817 W. Lincoln Highway, Suite A, DeKalb,
Illinois; and

WHEREAS, the City Council of the City of DeKalb hereby finds that the licensure of the
establishment is necessary and desirable, and that the applicant is fit, willing, able and
qualified to perform such body art services and to conform to the provisions of City Code;
and

WHEREAS, in making those findings, the City Council has considered the following
factors:

1. The number of body art establishments already in operation;

2. Whether existing body art establishments are adequate to meet the public need;

3. The proximity of body art establishments to the proposed location;

4. The probable effect of the body art establishment on neighboring businesses;

5. The compliance of the proposed premises with City codes and ordinances and State
   law and regulations; and

6. The character, experience and responsibility of the applicant;

WHEREAS, the City Council finds that issuance of the license contemplated above is
appropriate, subject to the imposition of the restrictions outlined below;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
DEKALB, ILLINOIS:

SECTION 1: A Body Art Establishment License for DeKalb Tattoo Company, 817 W.
Lincoln Highway, Suite A, DeKalb, Illinois, for the ownership described in the attached
Exhibit A, Body Art Establishment License Application, is hereby approved subject to the
following conditions and restrictions:
1. All signage shall strictly conform to the City of DeKalb Unified Development Ordinance.

2. The licensee shall not utilize any form of temporary signage to advertise body art services, nor to advertise sales, promotional activities or other similar endeavors.

3. The licensee shall not display photographs, pictures or depictions of body art modifications in the establishment in an area where visible from the public right of way.

4. The licensee shall not provide body art services in a fashion visible from the public right of way.

5. The license shall be subject to the imposition of further and future restrictions as the City Council may determine to be appropriate from time to time.

6. Licensee shall comply with all applicable City Code requirements, and all superior governmental mandates.

SECTION 2: The City shall issue a license, inclusive of the restrictions outlined above, upon payment of the appropriate licensure fee. Said license shall subsequently be eligible for renewal, subject to the provisions of Chapter 67 of the City Code and the reservation of the City Council to impose additional restrictions at a future date.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 25th day of November 2019 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Faivre, Mayor Smith. Nay: None. Absent: Verbic.

ATTEST:

[Signatures]

JERRY SMITH, Mayor
Body Art Establishment License Application
For complete information please refer to Municipal Code Chapter 67

PART I: BUSINESS APPLICANT INFORMATION

Type of Applicant: Individual ☑ Partnership □ Corporation □ LLC □

1. NAME of Individual, Partnership, Corporation or LLC: Cassandra Smith
   ADDRESS: [Redacted] CITY: [Redacted]
   STATE: IL ZIP CODE: [Redacted]
   TELEPHONE: [Redacted] DATE OF FORMATION OR INCORPORATION
   BUSINESS E-MAIL ADDRESS AND CELLULAR TELEPHONE: [Redacted]

2. NAME OF BUSINESS PREMISES: DeKalb Tattoo Company
   ADDRESS: 817 W Lincoln Hwy A CITY: DeKalb
   STATE: IL ZIP CODE: 60115
   TELEPHONE: 815-901-0024

3. ILLINOIS BUSINESS TAX NUMBER (IBT OR SALES TAX NO.): [Redacted]

4. Describe the proposed business operation and types of services to be provided:
   tattoo + piercing

5. For Corporations or Limited Liability Companies:
   NAME of Registered Agent for the Business: [Redacted]
   ADDRESS: [Redacted] PHONE: [Redacted]

6. ☑ YES ☐ NO Are you delinquent in the payment of any Illinois business taxes (sales, withholding, etc.)?

7. ☑ YES ☐ NO Are you a defaulter in any financial obligation to the City, including but not limited to the payment of any fines, fees, taxes, bills or assessments due to the City?

8. ☑ YES ☐ NO Within the preceding seven (7) years, have you been convicted of a felony, any sex offense, drug or narcotics offense, battery or convicted of being the keeper of or are keeping a house of ill fame, or convicted of other crimes opposed to honesty, decency and morality? (PLEASE NOTE that applicant is not required to disclose any sealed or expunged convictions.)

FOR CITY USE ONLY
Application Fee Paid: $250.00 License Fee Paid: [Redacted]
Date Received: 9-11-19 Date Received: [Redacted]
Check #: [Redacted] Cash: ☐ Check #: [Redacted] Cash: ☐
**SECTION 1: OWNERSHIP INFORMATION**

ALL OWNERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS AND MEMBERS WHO HOLD EQUAL TO OR GREATER THAN 5% INTEREST MUST COMPLETE THIS SECTION AND PART II, PERSONAL INFORMATION, OF THIS APPLICATION.

**INDIVIDUAL OR SOLE PROPRIETORSHIP:** Owner must complete this section, Section 2 and Part II Personal Information.

**PARTNERSHIP:** All general partners, limited partners and managing partners with an interest equal to or greater than 5% must complete this section and Part II Personal Information.

**CORPORATION:** All officers, directors and shareholders with stock equal to or greater than 5% must complete this section and Part II Personal Information. Attach a copy of Certificate of Good Standing from the Secretary of State’s Office: [www.cyberdriveillinois.com/departments/business_services/corp.html](http://www.cyberdriveillinois.com/departments/business_services/corp.html) or (217) 782-6875.

**LIMITED LIABILITY COMPANY:** Each member or partner must complete this section and Part II, Personal Information. Attach a copy of Certificate of Good Standing from the Secretary of State’s Office available at: [www.cyberdriveillinois.com/departments/business_services/corp.html](http://www.cyberdriveillinois.com/departments/business_services/corp.html) or (217) 782-6875.

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SECTION 2: MISCELLANEOUS BUSINESS INFORMATION

All applicants complete this section.

If the premises are planned, under construction or undergoing substantial alteration, this application shall be accompanied by a set of preliminary plans showing the proposed design. If the plans are on file with the Building and Code Enforcement Division of Public Works, no additional plans need to be filed.

9. PROPERTY INFORMATION: Subsequent to the submission of a completed application, the applicant’s premises shall be inspected by the City to determine its compliance with applicable property maintenance, zoning and building codes.

1. Do you own the premises on which the license is to be located: YES ☐ NO ☒
   If "yes", please supply a copy of the documentation (deed or trust agreement) evidencing ownership.

2. If you lease, provide landlord information and documentation evidencing a lease of the premises.
   Landlord’s Name: BILL RIDER
   Address: [redacted]
   City: [redacted]

10. BODY ARTISTS’ INFORMATION – (Please print or type)
    If additional space is needed, please make copies of this page or request more from the City Manager’s Office.

   NAME: Cassandra Smith
   RESIDENTIAL ADDRESS: [redacted]
   CITY: [redacted]
   STATE: IL ZIP CODE: [redacted]
   PHONE: [redacted]

   NAME: Alfredo Pizano Jr
   RESIDENTIAL ADDRESS: [redacted]
   CITY: [redacted]
   STATE: IL ZIP CODE: [redacted]
   PHONE: [redacted]

   NAME: Ray L CUEVAS
   RESIDENTIAL ADDRESS: [redacted]
   CITY: [redacted]
   STATE: IL ZIP CODE: [redacted]
   PHONE: [redacted]

   NAME: Jose B Navarro
   RESIDENTIAL ADDRESS: [redacted]
   CITY: [redacted]
   STATE: IL ZIP CODE: [redacted]
   PHONE: [redacted]

11. BODY ART ESTABLISHMENT LICENSE HISTORY

☐ YES ☐ NO Have you applied for a body art establishment license in DeKalb or any other jurisdiction?
   If yes, provide the name of the municipality, county or state, the date of such application, and the disposition of such application.
   Name of Governmental Body: _____________________________
   Date of application: _____________________________

   DISPOSITION: ☐ GRANTED ☐ DENIED ☐ WITHDRAWN ☐ EXPIRED

☐ YES ☐ NO Have you ever been granted a body art or tattoo establishment license? If yes provide the following information:

   Name of Governmental Body that Issued License: _____________________________
   Date Issued: _____________________________ Date Expired: _____________________________

☐ YES ☐ NO Have you had any previous Body Art Establishment License and/or Tattoo License revoked?
Body artist info continued:

Anthony M Urbanik

Dekalb 16
GC15
12. THE FOLLOWING DOCUMENTS SHALL ACCOMPANY THIS APPLICATION:

1) A scale (1:20) site plan showing the interior of the premises in which the body art services will take place and identifying the source of hot and cold running water, other utilities and sharps container(s) to be used;
2) A copy of the current Certificate of Registration issued by the State of Illinois for the Body Art Establishment premises must be supplied prior to issuance of a Body Art Establishment license;
3) Certificate of public liability insurance, in a minimum amount of $100,000 per incident and occurrence, which policy shall contain a provision requiring 30-day advance notice to the City of DeKalb of any cancellation or non-renewal;
4) A copy of the aftercare instructions to be provided by the person(s) who will perform the tattooing; and
5) Proof of completion of a bloodborne pathogen training program, compliant with the OSHA Bloodborne Pathogens requirement (29 CFR 1910.1030), for each of the body artists employed by the applicant.

13. SIGNATURE/TITLE/DATE

Please sign and date the application form and provide your title with the organization. An owner, an officer, a partner or an officially authorized agent of the business must sign the application. The signature must be an original-rubber stamps or electronic signatures are not accepted.

I, THE UNDERSIGNED APPLICANT OR AUTHORIZED AGENT THEREOF, SWEAR OR AFFIRM THAT: I UNDERSTAND THAT BODY ART MAY NOT BE SOLD OR OFFERED FOR SALE PRIOR TO THE DATE THE CITY OF DEKALB'S BODY ART ESTABLISHMENT LICENSE IS ISSUED AND THAT THE MATTERS STATED IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT; THEY ARE MADE UPON MY PERSONAL KNOWLEDGE AND INFORMATION; THEY ARE MADE FOR THE PURPOSE OF REQUESTING THE CITY OF DEKALB TO ISSUE THE LICENSE HEREIN APPLIED FOR; THE APPLICANT AND EACH INDIVIDUAL WITH AN OWNERSHIP INTEREST THAT COMPLETED SECTION TWO IS QUALIFIED AND ELIGIBLE TO OBTAIN THE LICENSE APPLIED FOR; AND THE APPLICANT WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, OR THE CITY OF DEKALB, IN PARTICULAR, THE CITY OF DEKALB'S TATTOO ORDINANCE – CHAPTER 67, CITY OF DEKALB'S ORDINANCES, RULES AND REGULATIONS, AND THE CIVIL RIGHTS THEREOF.

FURTHER, I AGREE TO NOTIFY THE CITY CLERK WITHIN 14 DAYS OF CHANGES IN ANY OF THE ABOVE INFORMATION.

[Signature]
Cassandra Smith
(print name)

[Signature]
Owner
TITLE/POSITION
DATE

FREDY SEGURA
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 3, 2020

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LEASE

THIS LEASE ("Lease") is made by and between First National Bank of Omaha, Trustee of the Sam Brody Trust A, under trust agreement dated August 18, 1993, known as Trust No. 1585; First National Bank of Omaha, Trustee of the Sam Brody Trust B, under trust agreement dated August 18, 1993, known as Trust No. 1585 and First National Bank of Omaha,Executor of the Estate of Dorothy M. Brody (hereinafter called "Landlord"), Cassandra Smith, D/B/A Dekalb Tattoo Company (hereinafter called "Tenant") on DEC. 1, 2019 ("Effective Date").

1. LEASE SUMMARY

1.1 (a) Landlords: First National Bank of Omaha, Trustee of the Sam Brody Trust A, under trust agreement dated August 18, 1993, known as Trust No. 1585;

First National Bank of Omaha, Trustee of the Sam Brody Trust B, under trust agreement dated August 18, 1993, known as Trust No. 1585;

First National Bank of Omaha, Executor of the Estate of Dorothy M. Brody

Address for Notices: 141 W Lincoln Highway
DeKalb, Illinois 60115
Attention: Amanda R. Brown,
Director of Trust Services

(b) Tenant: Cassandra Smith, D/B/A Dekalb Tattoo Company

Address for Notices: 817 W Lincoln Hwy Suite A
DeKalb, IL. 60115
Attention: Cassandra Smith

(c) Premises: 817 W Lincoln Highway Suite A, DeKalb, Illinois 60115

(d) Initial Term: The period commencing on the Commencement Date and ending thirty-six (36) months thereafter.

(e) Minimum Monthly Rent: Year 1:

Year 2:

Year 3:

(f) Common Area Expenses, Taxes and Insurance: $5,780.00 Annual Base Amount.
(g) **Commencement Date:** The time set forth in section 3.1.2 of this lease, December 1, 2019.

(h) **Rent Commencement Date:** On the Commencement Date, December 1, 2019

### 2. PREMISES

2.1 **Description of Premises.** In consideration of the mutual promises, covenants, and conditions herein set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises, consisting of Suite A of the building located at 817 W Lincoln Highway, DeKalb, Illinois. “Floor Area” means all areas designated by Landlord in a building for the exclusive use of a tenant (other than the Common Area (as defined in Section 6.1 below)) measured from the exterior surface of exterior walls (and extensions, in the case of openings), excluding any mezzanine, balcony, subterranean, or basement space.

Landlord expressly reserves (a) the use of the exterior rear and side walls and roof of the Premises and the exclusive use of any space between the ceiling of the Premises and the floor above or the roof of the building and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant’s use of the Premises). The building in which the Premises is located and the lot on which the building is situated constitute the “Shopping Center.”

2.2 **Condition of Premises.** Tenant agrees to accept the Premises in “as is” condition as of the Effective Date.

### 3. TERM

3.1 **Term.** The term of this Lease ("Initial Term") shall be for that period of time as set forth in Section 1(d). “Lease Term” or “Term” shall mean the Initial Term.

3.1.1 **The Term shall commence ("Commencement Date").** December 1, 2019.

3.1.2 **The date of commencement of the payment of Minimum Rent and all other charges and rents ("Rent Commencement Date") shall be December 1, 2019.**

3.1.3 **Tenant shall have possession of the Premises from and after the Effective Date.**

3.2 **Lease Year.** For the purpose of this Lease and the anniversary dates for rental adjustments, the first Lease Year shall be defined as follows:

(a) If the Commencement Date commences on the first day of a calendar month, the first Lease Year shall end on the day immediately preceding the first anniversary of the Rent Commencement Date;

(b) If the Commencement Date commences on a day other than the first day of a calendar month, the first Lease Year shall be the partial month of the Commencement Date and the next 12 full calendar months.
For the purpose of the remainder of the Term, "Lease Year" shall mean each consecutive 12-month period following the first Lease Year.

4. RENT: SECURITY

4.1 Rental Payment. Tenant shall pay to Landlord the amounts due set forth in the Lease Summary in advance in monthly installments on or before the first day of each and every month of the Lease Term from and after the Rent Commencement Date; provided, however, the first month's Rent shall be payable by Tenant upon execution of this Lease. Rent for any period during the Term, which is for less than a full calendar month, shall be prorated based on the actual days in the month. All Rent shall be payable without demand, deduction, or offset to Landlord at the address stated in the Lease Summary or to such other persons or at such other places as Landlord may designate in writing. In addition to Minimum Rent hereunder, Tenant shall pay, as Additional Rent (whether or not so designated herein), in a manner and at the place provided in this Lease, all sums of money required to be paid by Tenant under this Lease, including but not limited to attorney fees pursuant to Section 25. All amounts of Minimum Rent and Additional Rent (also collectively "Rent" or "Rental") payable in a given month shall be deemed to comprise a single rental obligation of Tenant to Landlord.

4.2 Security Deposit. Tenant has paid Landlord a security deposit in the amount of $1,320.00. If Tenant defaults in the performance of any provision hereof, Landlord may use, apply or retain any part thereof for the payment of any Rent or other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within thirty (30) days after receipt of written demand therefore, deposit cash with Landlord in amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Provided Tenant is not in default under this Lease, the Security Deposit or any balance thereof shall be returned to Tenant at the expiration of the Lease. If Landlord transfers its interest in the Premises during the Term, Landlord may assign the Security Deposit to the transferee and, upon delivery to Tenant of notice thereof, Landlord shall be discharged from any further liability thereto, and Tenant shall look solely to the transferee for return of the Security Deposit.

4.3 Late Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent shall not be received by Landlord by the 10th day of the month, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

5. PRO RATA SHARE OF COMMON AREA EXPENSES, TAXES AND INSURANCE

Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as Additional Rent, all amounts in excess of $5780.00 being Tenant's Annual Base Amount, per lease year of the total annual Common Area Expenses, Real Property Taxes and assessments, and the costs of Landlord's Insurance (as defined in Articles 6, 7, and 8, respectively, of this Lease). Following the end of each calendar year (and after the date of expiration or sooner termination of this Lease), Landlord shall furnish to Tenant, upon Tenant's written request, a statement showing in reasonable detail the Common Area Expenses, Real Property Taxes and assessments, and cost of Landlord's Insurance during such calendar year (or portion thereof prior to the expiration or sooner termination of this Lease). If Tenant's
share of such costs exceeds Tenant’s Base Amount, Tenant shall pay Landlord the deficiency within 30
days after receipt of such statement. This obligation of Tenant shall survive the expiration or earlier
termination of the lease.

6. COMMON AREA

6.1 Common Area. “Common Area” is defined as all areas and facilities within the Shopping Center
not appropriated to the exclusive occupancy of tenants, and facilities, utilities, or equipment outside the
Shopping Center which serve the Shopping Center, including, but not limited to, all vehicle parking
spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs,
service delivery facilities, common storage areas, common utility facilities, and all other areas for
nonexclusive use in the Shopping Center that may from time to time exist. Common Areas shall include
the roofs and exterior walls (other than storefronts) of buildings in the Shopping Center, all shared utility
systems to the point of entry to any individual leased premises, and all utility systems that are exterior to
the buildings other than (a) heating, ventilating, and cooling system components or elements that serve
individual tenants; and (b) sewer laterals to the point of junction with a common sewer line, which shall
be the responsibility of individual tenants whose premises are served by such lateral.

6.2 Common Area Expenses. The term “Common Area Expenses” shall include, without limitation,
all amounts paid by Landlord for the maintenance, repair, replacement, operation, and management of the
Common Area and the Shopping Center, including insurance covering the Common Area and the
Shopping Center, and shall include, without limitation, the costs of gardening; landscaping; snow and ice
removal, repaving; resurfacing; restriping; security; alarm systems; signage; property management;
repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting;
lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning;
Common Area trash removal; Tenant’s trash removal (if contracted by the Shopping Center); any
contracts for services or supplies to be provided in connection with the maintenance, management,
operation, repair, and replacement of such Common Area; any lien or encumbrance levied against the
Common Area and discharged by Landlord; accounting and legal fees; and any other cost of operation of
the improvements on the Common Area including all assessments, charges, association fees, and the like
levied or assessed pursuant to any declaration of covenants, conditions, and restrictions, reciprocal
easement agreement, or comparable document encumbering all or any portion of the Shopping Center;
repair and replacement of equipment; and the costs of public liability and all-risk property damage
insurance covering the Shopping Center. Landlord has the right to include in the Common Area
Expenses, and to establish as a reserve, such amounts (and for such periods of time) as Landlord deems
reasonable for the maintenance, and repair of capital improvements, including without limitation the
restoration of the roofs of the buildings and the paving of the Shopping Center.

6.3 Control of the Common Area. Landlord shall have exclusive control of the Common Area and
may exclude any person from use thereof except bona fide customers and service suppliers of Tenant.
Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the
improvements to any portion of the Shopping Center without Tenant’s consent. Tenant and its agents,
employees, subtenants, assignees, contractors, and invitees shall observe faithfully and comply with
reasonable rules and regulations governing the Shopping Center so long as vehicular access is not
impeded, the number of parking spaces is not materially decreased, and visibility of the building or sign
from the access roads is not materially diminished. Tenant agrees to keep the Common Area free and
clear of any obstructions created or permitted by Tenant or resulting from Tenant’s operation and to use

Premises: 817 W Lincoln Hwy Ste A
Landlord: First National Bank et al.
Tenant: Cassandra Smith, D/B/A Dekalb Tattoo Company
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the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Shopping Center. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons.

7. TAXES

The term "Real Property Taxes" shall include, without limitation, any general or special assessment tax, commercial rental tax, in lieu tax, levy, charge, or similar imposition imposed by any authority that is due during a Lease Year, including any government or any school, agricultural, lighting, fire protection, police protection, street, sidewalk and road maintenance, refuse removal, sewer, storm drain, or recycled water facilities, or governmental services previously provided without charge (or for a lesser charge) to property owners and occupants, or other improvement or special assessment district or any agency or public body, as against any legal or equitable interest of Landlord in the Premises and/or the Shopping Center or arising out of Tenant’s use, occupancy, or possession of the Premises or that are attributable to the Premises, together with the reasonable costs of professional consultants and/or counsel to analyze tax bills and prosecute any protests, refunds, and appeals for the period covered during the Lease Term. Tenant’s liability with respect to such taxes and assessments shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Lease Term at its commencement or expiration (or sooner termination).

8. INSURANCE: INDEMNITY: SUBROGATION

8.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST’S INSURANCE REPORTS and authorized to do business in the state in which the Premises are located and (b) name Landlord and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, on the Commencement Date and thereafter at least thirty (30) days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced (and the certificate of insurance furnished by Tenant shall verify same), except after thirty (30) days’ prior written notice has been given to Landlord. Tenant’s coverage shall be primary insurance with respect to Landlord. Any insurance or self-insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant’s insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party’s policy.

8.2 Tenant’s Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of commercial general liability insurance insuring against any liability arising out of Tenant’s use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Shopping Center. Such insurance shall be in the amount of not less than $1,000,000 combined single limit bodily injury and property damage per occurrence. Landlord shall have the right to increase the amount of insurance required hereunder to reflect changing market conditions or industry standards. Tenant’s coverage shall be primary insurance as respects Landlord. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant’s insurance and shall not contribute with it. Coverage shall apply
separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.3 Tenant’s Other Insurance. Tenant shall maintain special form property coverage, vandalism, and malicious mischief endorsements on all of Tenant’s fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers’ compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located.

8.4 Landlord’s Insurance. Landlord shall keep and maintain, in full force and effect, a policy of fire insurance, including special form coverage, in an amount not less than 100 percent of the full replacement value of the Premises and the Shopping Center as such value may exist from time to time, including foundations, footings, and excavations.

8.5 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

8.6 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that Landlord and its managers and members (each, “Landlord Party” and collectively “Landlord Parties”) shall not be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys’ fees (Claims) arising from or relating to (a) Tenant’s use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant’s agents, employees, members, partners, officers, directors, contractors, and invitees (each, “Tenant Party” and collectively “Tenant Parties”), except to the extent that any such Claim is caused by the negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 8.6 shall survive the expiration or earlier termination of this Lease.

9. USE

9.1 Use Defined. The Premises shall be used for the operation of a tattoo and body piercing parlor. Tenant shall operate its business at the Premises in a first-class manner, and shall not operate its business in a manner or for such a use as would be inconsistent with first-class shopping facilities. Tenant shall use the Premises in such a way as not to create a nuisance or cause the cancellation of any insurance policy covering the Premises. Tenant shall keep the Premises, front and rear walkways adjacent to the Premises,
and any service delivery facilities allocated for the use of Tenant clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises or in designated refuse areas. The failure by Tenant to use the Premises pursuant to this Article 9 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law.

9.2 Continuous and Full Operation. Tenant shall thereafter remain open for business continuously and uninterruptedly during the Lease Term operating from the entirety of the Premises, excepting closures for reasonable periods of time for remodeling as permitted under this Lease, closures due to rebuilding and repair after casualty, closures due to an event described in Section 31.5 of this Lease which prevents Tenant from operating its business in the Premises, and with respect to the patio, closures due to weather.

9.3 Prohibited Uses. The Premises shall not be used for any use that is inconsistent with the operation of a first-class retail shopping center.

10. MAINTENANCE, REPAIRS, ALTERATIONS

10.1 Tenant’s Obligations. Subject to Landlord’s obligations as expressly set forth in this Lease, Tenant, at its sole cost and expense, shall make all repairs and/or replacements to the Premises and shall keep at all times the Premises in good order and repair, including without limitation the storefront, all doors, plate glass, all plumbing, HVAC, electrical, and lighting facilities and equipment within the Premises or exclusively serving the Premises; provided however, that Landlord will replace the HVAC if it is beyond its useful life. Tenant shall enter into a service contract within 14 days after the Term Commencement Date with a maintenance contractor approved by Landlord for the quarterly servicing, i.e. filter replacements, of HVAC systems and equipment within the Premises. The service contract shall include all scheduled maintenance as recommended by the equipment manufacturer as set forth in the operation/maintenance manual. Tenant shall keep and maintain the Premises in accordance with the requirements of applicable laws concerning the manner, usage, and condition of the Premises and appurtenances to the Premises, as the same shall be in effect from time to time. Subject to Section 8.5 above, Tenant shall also be responsible for the repair of any and all damage to the Premises and/or Shopping Center caused by any act of Tenant or its employees, agents, or contractors and for any repairs necessitated by alterations, additions, or improvements made by or on behalf of Tenant. If Tenant fails to perform any of its obligations, Landlord may, at its option, after thirty (30) days’ written notice to Tenant, enter the Premises and put the same in good order and repair, and the cost of Landlord’s work, shall become due and payable by Tenant to Landlord. Notwithstanding any provision of this Lease to the contrary, neither Tenant nor any sublessee, licensee, contractor, customer, agent, employee, or representative of Tenant shall penetrate the walls or roof of the Premises for any purpose at any time without Landlord’s prior written consent, which may be withheld in Landlord’s sole and absolute discretion, and then only in strict conformance with any conditions of such consent (including, without limitation, the use of such of contractors as Landlord shall require), as Landlord shall impose.

10.2 Landlord’s Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Shopping Center including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company); provided, however, that notwithstanding anything to the contrary set forth hereinafore, Tenant shall be responsible
for the maintenance and repair of the Premises as set forth in Section 10.1 above. In addition, Landlord will provide prompt snow and ice removal from the parking lot and entrances to the Shopping Center to allow access to the Shopping Center and will keep the Common Area free of debris. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable to Tenant for failure to make repairs as herein specifically required of Landlord, unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within the time periods set forth in Section 14.3.1 below.

10.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant’s trade fixtures, signs, and personally removed, excepting ordinary wear and tear and damage that is caused by fire or other casualty that Landlord is obligated to repair. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

10.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises. In addition, Tenant shall not make any alteration that affects the storefront of the Premises, the electrical, HVAC, or other utility or mechanical systems serving the Premises, or the exterior walls or roof of the Premises (including roof penetrations), nor shall Tenant erect any mezzanine or increase the size of same, if one shall be initially constructed, without the prior written consent of Landlord. Tenant shall have the right during the Term to make interior alterations, changes, and improvements in the Premises (except structural or roof alterations, changes, and improvements) that are necessary for the conduct of Tenant’s business and for full beneficial use of the Premises, provided Tenant shall (a) pay all costs and expenses; (b) make the alterations, changes, and improvements in a good and workmanlike manner, with new materials of first-class quality, and otherwise in accordance with applicable laws and the Asbestos Disclosure attached to this Lease as Exhibit A; (c) provide Landlord reasonable assurances, prior to beginning the alterations, changes, and improvements, that payment for the same shall be timely made by Tenant; (d) obtain and maintain during construction the proper insurance coverages commonly required therefor; and (e) coordinate the work to be constructed to minimize interference with the Shopping Center’s operation and the use thereof by the other tenants.

11. UTILITIES

11.1 Obligation To Pay. Tenant shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, all of which shall be measured through meters or sub-meters to be installed by Landlord and maintained by Tenant; provided, if any such services cannot be separately metered or sub-metered to Tenant, Tenant shall pay its proportionate share (as equitably determined by Landlord) of all charges for utilities jointly metered with other premises.

11.2 Landlord’s Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant’s expense, but only after Landlord’s written approval of same. No failure, stoppage, or interruption of any utility or service shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to
time to make reasonable and nondiscriminatory modifications to the utility systems serving the Shopping Center.

12. MECHANICS LIENS

Tenant shall keep the Premises and the Shopping Center free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same. If Tenant fails to remove, insure over, bond over, or satisfy any such encumbrance, mechanics lien, stop notice, or claim in connection with work performed by or on behalf of Tenant within thirty (30) days after written notice by Landlord, Landlord shall have the right (but not the obligation), in addition to any other rights or remedies of Landlord, to use whatever means in its discretion it may deem appropriate to cause said encumbrance, claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed, or removed, including, without limitation, posting a bond. Any such sums paid by Landlord, including attorneys’ fees and bond premiums, shall be immediately due and payable to Landlord by Tenant. Tenant shall immediately give Landlord notice of any encumbrance, claim, demand, stop notice, or lien made or filed against the Premises or the Shopping Center and/or any action affecting title to the Premises or Shopping Center.

13. ASSIGNMENT AND SUBLETTING

13.1 Landlord’s Right of Consent. Tenant shall not transfer, assign, sublet, mortgage, encumber, pledge, or hypothecate all or any part of this Lease or Tenant’s interest in the Premises (collectively “Transfer”) without first obtaining Landlord’s written consent, which shall not be unreasonably withheld. Should Tenant desire to make a Transfer hereunder, Tenant shall give Landlord sixty (60) days’ prior written notice thereof (Tenant’s Notice), which shall (a) state that the Tenant intends to Transfer the Lease as of a specific date (Transfer Date); (b) identify the proposed transferee; and (c) be accompanied by any other information, documentation, or evidence that may be reasonably requested and accepted by Landlord. Any Transfer other than as permitted in this Section 13 shall be null and void.

13.2 No Release of Tenant. Should Tenant make a Transfer as permitted in this Section 13, Tenant shall nevertheless remain primarily liable to Landlord for full payment of the Rent and other charges and full performance of Tenant’s other obligations under this Lease. No consent by Landlord to any modification, amendment, or termination of this Lease or extension, waiver, or modification of payment or performance of any obligation under this Lease shall affect the continuing liability of Tenant for its obligations and liabilities hereunder, and Tenant waives any defense arising out of or based thereon. With respect to any Transfer permitted in this Section 13, such Transfer shall not be valid or effective unless and until Tenant delivers to Landlord a copy of a written agreement in form and substance satisfactory to Landlord pursuant to which, in the case of an assignment, the assignee assumes all of the obligations and liabilities of the Tenant under this Lease, and, in the case of any other Transfer, the transferee agrees that such Transfer shall be subject to all of the covenants, terms, and conditions of this Lease. Landlord may proceed directly against Tenant without first exhausting any remedies for default that Landlord may have against the assignee, subtenant, or transferee of Tenant.

13.3 Guaranty. Any guaranty of Tenant’s performance executed as consideration for this Lease shall remain in full force and effect before and after any Transfer; provided, however, that Landlord may, at its option, require each guarantor under any outstanding guaranty of this Lease to reaffirm such guaranty as a
condition to giving its consent to any Transfer. Landlord may require Tenant, and Tenant agrees, to execute a guaranty of this Lease before Landlord consents to any assignment of this Lease.

14. DEFAULTS, REMEDIES

14.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent, Additional Rent, or any other sum or amount payable hereunder and such failure shall continue for ten (10) days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for thirty (30) days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such thirty (30) day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises; (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code; or (e) if any such proceeding of similar kind or character is filed against Tenant. Any notice given by Landlord pursuant to clauses (a) or (b) of this Section 14.1 shall be in lieu of, and not in addition to, any notice required under the forcible entry and detainer provisions of Article IX of the Code of Civil Procedure, 735 ILCS 5/9-101, et seq. (Forcible Entry and Detainer Statute), or of any similar superseding statute. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by the Forcible Entry and Detainer Statute or any similar or successor statute.

14.2 Remedies in Default.

14.2.1 In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons therefrom; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

14.2.2 Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, including its entry upon the Premises, appointment of a receiver to protect Landlord's interests hereunder, or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that Landlord has so elected to terminate this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to (a) remove therefrom all or any part of the personal property located therein and place the same in storage at the expense and risk of Tenant, and/or (b) erect a barricade and partition the Premises at the expense of Tenant.

14.2.3 Should Landlord elect to terminate this Lease pursuant to the provisions of clauses (a) or (c) of Section 14.2.1 above, Landlord may recover from Tenant as damages, the following: the sum of all Rent accrued to the date of termination plus as damages an amount equal to the difference between (a) the then
present value of the Rent for the remaining portion of the Term (had the Term not been terminated by Landlord) and (b) the then present value of the then fair rental value of the Premises for such period.

14.2.4 Tenant hereby waives for Tenant and for all those claiming under Tenant all right, now or hereafter existing, to redeem by order or judgment of any court or by any legal process or writ Tenant’s right of occupancy of the Premises after any termination of this Lease.

14.3 Default by Landlord.

14.3.1 Landlord’s failure to perform any of the terms, covenants, conditions, agreements, or provisions of this Lease required to be done by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure shall be deemed a default by Landlord (except that when the nature of the Landlord’s obligation is such that more than thirty (30) days are reasonably required for its performance, then the Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion. Tenant’s sole remedy for breach of this Lease by Landlord shall be an action at law for damages, injunction, specific performance, or termination of this Lease. Except as otherwise specifically provided in this Lease, Tenant shall have no right to terminate this Lease on account of any breach or default by Landlord, unless termination is granted by a court of competent jurisdiction. In no event shall Landlord be liable for consequential damages, nor shall Tenant be excused from the payment of Rent due hereunder as a result of any default by Landlord.

14.3.2 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that, in the event of any actual or alleged failure, breach, or default hereunder by Landlord, (a) the sole and exclusive remedy shall be against Landlord’s interest in the Shopping Center; (b) no manager or member of Landlord shall be sued or named as a party in any suit or action; and (c) the obligations under this Lease do not constitute personal obligations of the managers or members of Landlord, and Tenant shall not seek recourse against managers or members of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

15. DESTRUCTION

15.1 Option To Terminate. In the event of (a) damage to the Premises or Shopping Center caused by an uninsured casualty (or the amount of damage exceeds the applicable insurance coverage(s) available to Landlord for repair of the damage); (b) an insured casualty that destroys or renders untenable more than 50% of the floor area of the Premises; or (c) an insured casualty occurring to the Premises during the last year of the Lease Term, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within thirty (30) days following the date of the casualty.

15.2 Repairs; Rental Abatement. In the event of an insured casualty that is not described in Section 15.1 above, or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 15.3 below. Such partial destruction shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of Minimum Rent following the casualty until the time the Premises are restored. Such reduction shall be an amount that reflects the degree of interference with Tenant’s business.
15.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Section 15, Landlord’s obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord’s repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

15.4 Waiver of Tenant’s Rights of Termination. Tenant hereby waives all statutory or common-law rights of termination in respect to any partial destruction or casualty that Landlord is obligated to repair or may elect to repair under the terms of this Section 15.

15.5 Shopping Center Damage. If the building in which the Premises are located is destroyed or rendered untenable to an extent in excess of 50% of the floor area, or in the event of a total destruction of the Shopping Center, Landlord or Tenant may elect to terminate this Lease in the same manner as in Section 15.1 above.

16. CONDEMNATION

16.1 Taking. If any portion of the Premises or Shopping Center shall be taken under any right of eminent domain, or any transfer in lieu thereof and such taking renders the Premises unsuitable for Tenant’s business operations, then Tenant or Landlord may terminate this Lease by giving written notice to the other within sixty (60) days after such taking. If this Lease is not so terminated, this Lease shall continue in full force and effect, but commencing with the date on which Tenant is deprived of the use of any portion of the Premises, the Minimum Rent shall be proportionately abated to the extent to which Tenant’s use of the Premises is impaired, as reasonably determined by Landlord.

16.2 Award. Any and all awards payable by the condemning authority or other governmental agency in connection with a taking under the right of eminent domain shall be the sole property of Landlord. Notwithstanding the foregoing, Tenant shall be entitled to make a separate claim to the condemning authority for the value of merchandise and fixtures purchased and installed by Tenant, if applicable.

17. ADVERTISING, SIGNS AND DISPLAYS

Tenant shall have the right to maintain its existing signage on the Premises and monument sign for the Shopping Center. However, upon the prior written consent of Landlord, which consent shall not be unreasonably withheld, tenant shall have the right to letter doors and windows of the leased Premises, display promotional banners and signs, including permanent neon signs, from time to time in and on the windows of the Premises. Landlord shall be responsible for providing electricity to the monument sign. All such signs shall comply with all applicable laws, ordinances, rules, and regulations. Tenant shall obtain all city of Dekalb sign permits at the Tenant’s expense. Tenant shall maintain the signs installed hereunder in good condition during the term of this Lease. Upon expiration of this Lease, Tenant shall promptly remove all its signs installed hereunder, “cap off” the electrical wiring thereto, and repair all damage caused thereby.

18. COMPLIANCE WITH LAWS

18.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental
authority (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the Shopping Center, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within thirty (30) days after receipt of billing.

18.2 Compliance with Environmental Laws.

18.2.1 Definitions


(b) "Hazardous Materials" shall mean any (i) "hazardous waste" as defined in RCRA; (ii) "hazardous substance" as defined in CERCLA; (iii) petroleum or liquid petroleum or wastes; and (iv) any other toxic or hazardous substances that may be regulated from time to time by applicable Environmental Laws.

(c) "Environmental Conditions" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Materials on, from, or about the Premises other than in compliance with applicable Environmental Laws. The term "Environmental Conditions" includes, but is not limited to, the presence of Hazardous Materials on, from, or about the Premises attributable to the operation of any underground or above-ground storage tanks, oil/water separators, or in-ground hydraulic lifts or hoists and associated equipment.

(d) "Environmental Costs" shall mean any and all judgments, damages, penalties, fines, costs, liabilities, obligations, losses, or expenses of whatever kind and nature (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of leasable space, damages arising from any adverse impact on marketing of space, sums paid in settlement of
claims, attorneys’ fees, consultants’ fees, and experts’ fees), arising from or incurred in connection with Environmental Conditions, including, but not limited to, those relating to the presence, investigation, or remediation of Hazardous Materials.

18.2.2 Representations, Warranties, and Covenants.

(a) Tenant represents, warrants, and covenants to and with Landlord that

(1) Tenant is not now, and never has been, in violation of any applicable Environmental Law, including, but not limited to, any Environmental Law relating to the generation, handling, usage, transportation, treatment, storage, or disposal of Hazardous Materials, nor is it subject to any threatened, existing, or pending action by any governmental authority in connection therewith.

(2) Tenant shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of; on, in, under, or about the Premises, the Common Areas, or any portion of the Shopping Center and shall at all times comply with applicable Environmental Laws and will not cause or allow any Environmental Condition to occur or exist.

(3) Tenant, at its expense, shall comply with all Environmental Laws pertaining to the Premises or Tenant’s use of the Premises, and with all directions of all public officers issued pursuant to any Environmental Law, which shall impose any duty on the owner or operator with respect to the use or occupancy of the Premises.

(b) Landlord represents, warrants, and covenants to and with Tenant that

(1) As of the commencement date of the Lease, neither Landlord, nor to the knowledge of Landlord, any of Landlord’s current tenants, is now, or ever has been, in violation of any applicable Environmental Law, including, but not limited to, Environmental Laws relating to the generation, handling, usage, transportation, treatment, storage, or disposal of Hazardous Materials, at the Property, nor is Landlord, or to the knowledge of Landlord, any of Landlord’s current tenants, subject to any threatened, existing, or pending action by any governmental authority in connection therewith.

(2) As of the commencement date of the Lease, to the knowledge of Landlord, any generation, handling, usage, transportation, treatment, storage, or disposal of Hazardous Materials at the Property has complied with applicable Environmental Laws.

18.2.3 Notice.

Tenant shall give immediate written notice to Landlord of (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Materials on the Premises or the migration thereof from or to other areas; (b) all claims and potential claims made, inquired about, or threatened by any third party against Tenant or the Premises relating to any loss or injury resulting from any Hazardous Materials; and (c) Tenant’s discovery of any occurrence or condition on any property adjoining or in the vicinity of the Premises that could cause the Property or any part thereof to be subject to any restrictions on its ownership, occupancy, transferability, or use under any Environmental Law.

18.2.4 Indemnifications.
(a) Tenant shall defend, with counsel reasonably approved by Landlord, all actions against Landlord with respect to, and pay, protect, indemnify, and hold harmless, to the extent permitted by law, Landlord from and against any and all Environmental Costs of any nature arising out of, or claimed to be arising out of, any Environmental Conditions. Notwithstanding anything in this Lease to the contrary, Landlord agrees that Tenant shall not be responsible for Environmental Conditions to the extent that such Environmental Conditions (1) exist as of the commencement date of the Lease or (2) result from either the actions or omissions of Landlord or any breach of a representation or warranty made by Landlord herein.

(b) Landlord shall defend, with counsel reasonably approved by Tenant, all actions against Tenant with respect to, and pay, protect, indemnify, and hold harmless, to the extent permitted by law, Tenant from and against any and all Environmental Costs of any nature arising out of, or claimed to be arising out of, any Environmental Conditions to the extent that such Environmental Conditions (1) exist as of the commencement date of the Lease or (2) result from either the actions or omissions of Landlord, or any breach of a representation or warranty made by Landlord herein. Tenant agrees that Landlord shall not be responsible for any Environmental Conditions to the extent that such Environmental Conditions result from the actions or omissions of Tenant, or Tenant’s agents, employees, or invitees. Tenant further agrees that Landlord shall have no obligation to Tenant under this Lease for Environmental Conditions arising during the term of this Lease from the actions or omissions of any person or entity who or that is not an agent, employee, or invitee of Landlord.

(c) The foregoing indemnities shall include, without limitation, Environmental Costs arising out of any violations of Environmental Laws, regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of either party hereto. The foregoing indemnities shall also survive the end of the Lease term.

18.2.5 Asbestos Disclosure. Tenant acknowledges receipt of a Limited Asbestos Inspection Report prepared by Sterling Environmental LLC dated July 25, 2018. The parties shall execute the Asbestos Disclosure attached to this Lease as Exhibit A, the terms of which shall be incorporated in this Lease.

18.2.6 Inspection. Landlord shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this section. If Tenant is not in compliance, then Landlord shall have the right to immediately enter upon the Premises to remedy, at Tenant’s expense, any Environmental Conditions caused by Tenant’s failure to comply, notwithstanding any other provision of this Lease to the contrary. Such remediation measures shall be done in accordance with the recommendations of Landlord’s environmental engineers and/or consultants, and/or the requirements of any governmental authority having jurisdiction over such matters. Tenant shall pay to Landlord, as additional rent, all Environmental Costs incurred by Landlord in performing any such remediation measures within 30 days after Landlord’s written request therefore. Landlord shall use reasonable efforts to minimize interference with Tenant’s business operations, but Landlord shall not be liable for any interference caused thereby.

19. HOLDING OVER

If Tenant, with Landlord’s written consent, remains in possession of the Premises after the expiration or sooner termination of the Lease Term, such possession by Tenant shall be deemed to be a month-to-
month tenancy, terminable upon thirty (30) days’ prior written notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy, except those specifying the Lease Term and Minimum Rent, which shall be equal to one hundred fifteen (115%) percent of the Minimum Rent paid in the month immediately preceding the month-to-month tenancy. Neither any provision hereof nor acceptance by Landlord of Rent (or partial payment of Rent) after such expiration or earlier termination without Landlord’s written consent shall be deemed a consent to a holdover hereunder or result in a renewal of this Lease or an extension of the Term, or a waiver of any of Landlord’s rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (a) Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the expiration of the Term of this Lease or upon the earlier termination hereof or at any time during any holdover, the right to reenter the Premises, and the right to assert any remedy at law or in equity to evict Tenant and collect damages in connection with any such holding over; and (b) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, liabilities, obligations, costs, and expenses, including, without limitation, attorneys’ fees, consultants’ fees, and court costs incurred or suffered by or asserted against Landlord by reason of Tenant’s failure to surrender the Premises upon the expiration or earlier termination of this Lease in accordance with the provisions of this Lease. Landlord shall have no duty whatsoever to notify or remind Tenant of any pending expiration of this Lease.

20. QUIET ENJOYMENT

As long as Tenant is not in default hereunder, then, subject to the other terms and conditions of this Lease, Tenant shall not incur any manner of hindrance or interference with its quiet enjoyment, possession, and use from Landlord, subject to the provisions of this Lease and to the provisions of any mortgage, ground lease or other lien, to which this Lease is subordinate or may be subordinated (collectively “Superior Encumbrances”). In any case, pursuant to the provisions of Section 27.1, this Lease shall be subordinate to each of the Superior Encumbrances, and Tenant agrees for itself and all persons in possession or holding under it that it and they will comply with and not violate each such Superior Encumbrance. Landlord reserves the right, from time to time, to grant such new or additional easements, rights, and dedications as Landlord deems necessary or desirable, and to cause the recordation of parcel maps and covenants, conditions, and restrictions affecting the Premises and/or Shopping Center. At Landlord’s request, Tenant shall join in the execution of any of the aforementioned documents.

21. RIGHT OF ENTRY

Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises, or for any other purpose without diminution or abatement of Rent. During the last one hundred eighty (180) days of the Lease Term, Landlord shall have the right to show the Premises to prospective tenants upon reasonable notice to Tenant, and Landlord reserves the right to place a “For Lease” sign on the outside of the Premises.

22. WAIVERS

No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed
by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default. Landlord’s consent or approval shall not be deemed to render unnecessary the obtaining of Landlord’s consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

23. TRANSFER OF LANDLORD’S INTEREST

If Landlord conveys in a sale, exchange, or otherwise all of its interest in the Premises, then Landlord, on consummation of the conveyance, shall thereupon automatically be released from any obligation or liability thereafter accruing under this Lease, so long as the successor landlord has accepted the obligations under this Lease in writing and provides such notice to Tenant.

24. ESTOPPEL CERTIFICATES

24.1 Tenant shall, within ten (10) business days after notice from Landlord, execute and deliver to Landlord an Estoppel Certificate, as Landlord may reasonably require. Failure to deliver the certificate within said ten (10)-business-day period shall be a default under this Lease and an acknowledgment that (a) this Lease is in full force and effect and has not been modified except as represented by Landlord; (b) there are no uncured defaults in Landlord’s performance hereunder; (c) not more than one month’s Minimum Monthly Rent has been paid in advance; and (d) there is no security deposit except as represented by Landlord. Tenant agrees that the foregoing estoppel certificate may be relied on by anyone holding or proposing to acquire any interest in the Shopping Center from or through Landlord or by any mortgagee or prospective mortgagee of the Shopping Center or of any interest therein, and, if the prospective lender or purchaser is an institutional entity, the standard form estoppel provided by such entity shall be utilized instead and may also be relied on by the applicable parties.

24.2 Upon the request of Landlord, Tenant shall deliver to Landlord or any potential lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by Landlord or such lender or purchaser. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

25. ATTORNEY’S FEES

If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys’ fees, at trial or on appeal, in addition to all other appropriate relief.

26. REAL ESTATE BROKER: FINDERS

No broker was involved in procuring this lease.

27. SUBORDINATION AND ATTORNEMENT

27.1 Subordination. This Lease and all of Tenant’s rights and interests in the leasehold estate hereunder, shall be subject and subordinate to any mortgages or deeds of trust that now encumber or may hereafter be placed on the Premises and to the rights of the mortgagees or beneficiaries thereunder, any and all advances made or to be made thereunder, the interest thereon and all modifications, renewals,
replacements, and extensions thereof. Landlord reserves the right, from time to time, to grant such new or additional mortgages or deeds of trust as Landlord deems necessary or desirable. If any such mortgagee or beneficiary so elects in writing, then this Lease shall be superior to the lien of the mortgage or deed of trust held by such mortgagee or beneficiary, whether this Lease is dated or recorded before or after such mortgage or trust deed. Any such mortgagee or beneficiary may make such election by executing and recording in the appropriate office of the county where the Premises are situated a notice reciting that this Lease shall be superior to the lien of the mortgage or deed of trust of such mortgagee or beneficiary. From and after the recordation of such notice, this Lease shall be superior to the lien of said mortgage or deed of trust and shall not be extinguished by a foreclosure thereof or any sale thereunder. Upon request, Tenant shall promptly execute and deliver to Landlord, or any such mortgagee or beneficiary, any documents or instruments required by any of them to evidence subordination of this Lease hereunder or to make this Lease prior to the lien of any mortgage or deed of trust as herein specified. Such document shall be in such form as such mortgagee or beneficiary may require; provided, however, that Tenant’s agreement to subordinate this Lease under such other document may be conditioned on such documents containing commercially reasonable terms and conditions. If Tenant fails or refuses to do so within ten (10) business days after written request therefor by Landlord or such mortgagee or beneficiary, such failure or refusal shall constitute an event of default hereunder by Tenant, but shall in no way affect the validity or enforceability of the subordination to or by the mortgage or deed of trust held by such mortgagee or beneficiary.

27.2 Attornment by Tenant. Upon enforcement of any rights or remedies under any mortgage or deed of trust to which this Lease is subordinated, Tenant shall, at the election of the purchaser or transferee under such right or remedy, attorn to and recognize such purchaser or transferee as Tenant’s landlord under this Lease without any deduction or setoff whatsoever. Tenant shall execute and deliver any document or instrument required by such purchaser or transferee confirming the attornment hereunder.

28. NO ACCORD AND SATISFACTION

No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent or other payment herein provided shall be deemed to be other than on account of the earliest Rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as Rent or other payment be deemed an accord and satisfaction. Landlord may accept any such check or payment without prejudice to Landlord’s right to recover the balance of such Rent or other payment or pursue any other right or remedy provided in this Lease.

29. NOTICES

Every notice, demand, or request (collectively “Notice”) required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth in the Lease Summary or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender’s request; (c) personal delivery; or (d) facsimile transmission, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed United States Mail, postage prepaid; or (ii) delivered by overnight courier delivery). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of
inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

30. AUTHORITY AND LIABILITY OF TENANT

If Tenant is a corporation or a limited liability company, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing corporation or limited liability company, as the case may be, that Tenant has and is qualified to do business in the State of Illinois, that Tenant has full right of power and authority to enter into this Lease, and that each person signing on behalf of the corporation or limited liability company, as the case may be, is authorized to do so in accordance with the terms of such entity’s articles or certificate of incorporation, bylaws, or other organizational documents. Tenant shall provide Landlord on demand with such evidence of such authority as Landlord shall reasonably request.

31. MISCELLANEOUS

31.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

31.2 Waiver of Trial by Jury. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Lease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waive the right to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant’s use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

31.3 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

31.4 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in DeKalb County.

31.5 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term “force majeure” shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes
(over which the obligated party has no direct or indirect bearing in the resolution thereof, or if said party does have such bearing, said dispute occurs despite said party's good-faith efforts to resolve the same); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

31.6 Successors and Assigns. Subject to the provisions of Section 13 regarding assignment and subletting, all of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

31.7 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

31.8 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

31.9 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified. If Tenant elects to dispute any billing or reconciliation from Landlord, Tenant must do so within 180 days after Tenant's receipt of such billing or reconciliation, or Tenant shall be deemed to have waived all rights to so dispute the same.

31.10 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

31.11 Memorandum of Lease. Tenant shall not record this Lease. In addition, without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion, Tenant shall not record any memorandum of this Lease, short form, or other reference to this Lease.

[signatures on following page]
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORDS:  
First National Bank of Omaha, Trustee of the Sam Brody Trust A, under trust agreement dated August 18, 1993, known as Trust No. 1585
By: [Signature]
Amanda R. Brown, Director of Trust Services

First National Bank of Omaha, Trustee of the Sam Brody Trust B, under trust agreement dated August 18, 1993, known as Trust No. 1585
By: [Signature]
Amanda R. Brown, Director of Trust Services

First National Bank of Omaha, Executor of the Estate of Dorothy M. Brody
By: [Signature]
Amanda R. Brown, Director of Trust Services

TENANT:  
Cassie Smith, D/B/A Dekalb Tattoo Company
By: [Signature]
Cassandra Smith, Individually

Premises: 817 W Lincoln Hwy Ste A
Landlord: First National Bank et al.
Tenant: Cassandra Smith, D/B/A Dekalb Tattoo Company
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EXHIBIT A
ASBESTOS DISCLOSURE

Asbestos is a common building material that may be present in many buildings constructed prior to 1981. Due to the health effects associated with asbestos exposure, various federal and state agencies have promulgated standards and regulations for the performance of asbestos-related activities. Specifically, asbestos containing materials ("ACM") are regulated by the Occupational Health and Safety Administration ("OSHA") through the General Industry Standard and the Asbestos Construction Standard, the United States Environmental Protection Agency ("EPA") through the National Emission Standards for Hazardous Air Pollutants ("NESHAP"), the Illinois Environmental Protection Agency ("Illinois EPA"), and the Illinois Department of Public Health ("IDPH").

EPA has determined the mere presence of ACM does not pose a health risk to occupants and that such materials are safe as long as they are not disturbed or dislodged in a manner that causes the asbestos fibers to be released. EPA rules do not require the material to be removed. However, federal laws require that reasonable precautions must be taken to minimize the chance of damage or disturbance of ACM. Sanding, scraping, pounding, and other remodeling techniques may cause asbestos particles to become airborne.

- ACM only presents a health risk when fibers become airborne and are inhaled. The mere presence of intact ACM may not present a health risk.
- ACM in the building is intact, but it is located in areas where the material could potentially be disturbed.
- The ACM is found in the following locations: Specifically, the Asbestos Survey identified friable and non-friable Category I ACM. Floor Mastic (glue) was identified beneath wood tiles at the rear of north of Unit B. It was adhered to the wood tile, causing the tile to be classified as asbestos-containing material as well. Asbestos-containing pipe wrap was identified in the attic. The Asbestos Survey indicated that it appears that two pipes run the entire length of the building at the roof peak.
- The condition of the ACM, and the response that is appropriate for that condition: The observed ACM pipe wrap was in good condition and is a friable. If removed, it must be abated by a licensed abatement contractor prior to renovation activities. The floor mastic is a Category I non-friable ACM. Because it is adhered to the wood floor tile, the floor tile is also considered to be ACM.

The EPA requires that all friable materials and all materials that may potentially be rendered friable must be removed prior to demolition/renovation activities that may result in their disturbance. If demolition/renovation activities are to be performed that would likely result in the contact or disturbance of friable and non-friable ACM, abatement of these materials should be performed by appropriately trained and/or licensed personnel in accordance with the work practices outlined in OSHA (29 CFR 1926.1101), Illinois EPA, and IDPH regulations. The EPA requires a 10-day notification prior to the performance of many asbestos abatement/demolition activities. Landfills have disposal requirements on all forms of ACM.

- Do not disturb the ACM.
- All ACM must be inspected periodically for signs of possible disturbance.
- Report any evidence of disturbance or damage of ACM to: Brown Property Management; ATTN: Mike Brown; 18 Jennifer Lane, DeKalb, IL 60115; 815-757-5079.

Premises: 817 W Lincoln Hwy Ste A
Landlord: First National Bank et al.
Tenant: Cassandra Smith, D/B/A Dekalb Tattoo Company
Page 22 of 23
• Report any dust or debris that might come from the ACM or suspect ACM, any change in the condition of the ACM, or any improper action (relative to ACM) of building personnel to: Brown Property Management; ATTN: Mike Brown; 18 Jennifer Lane, DeKalb, IL 60115; 815-757-5079.

• Cleaning and maintenance personnel must take special precautions during their work to avoid disturbing ACM in accordance with the requirements set forth in the OSHA General Industry Standard, 29 CFR 1910.1001(k).

Tenant must maintain appropriate records to confirm that the following requirements have been met:

• Signage and Labeling. ACM signage and labels at the Property should be observed and complied with at all times.

• Employee comprehension. Tenant shall ensure that employees who come in contact with these ACM signage and labels can comprehend them.

• Asbestos Training Course. Tenant shall provide asbestos awareness training to the tenant's employees on an annual basis consistent with 29 CFR 1910.1001(j)(7)(iv).

• Asbestos Construction. Should Tenant engage in any construction activities, Tenant must comply with all OSHA standards, including but not limited to the Asbestos Construction Standard (29 CFR 1926.1101). Within 10 days of the completion of any work subject to the Asbestos Construction Standard, the Tenant whose employees have performed work subject to this standard shall inform the Landlord/Building Owner of the current location and quantity of any presumed asbestos containing material ("PACM") and/or ACM remaining in the area and final monitoring results, if any. (See, 1926.1101(k)(3)(iii)).

• Newly Discovered ACM. If Tenant discovers ACM and/or PACM on a worksite, Tenant shall convey information concerning the presence, location, and quantity of such newly discovered ACM and/or PACM to the building owner and employees working at the work site, within 24 hours of the discovery. (See, 29 CFR 1926.1101(k)(4)).

□ A copy of the Occupational Safety and Health Administration General Industry Standard found at 29 CFR § 1910.1001 and Asbestos Construction Standard found at 29 CFR §1926.1101 and corresponding Appendices have been provided to Tenant.

LANDLORD:
First National Bank of Omaha**
By: Amanda Brown
Date: 10/29/19

TENANT:
Date: 10/29/19

**In its capacities as Executive of the Estate of Dorothy Brody, deceased, Trustee of Sam Brody Trust A, and Trustee of Sam Brody Trust B
DEKALB TATTOO CORP
817 W LINCOLN HWY STE A
DEKALB IL 60115-3002

Certificate of Registration
Sales and use taxes and fees

Expiration Date: 11/1/2020

Issued Date: 11/05/2019

Director

LO: Code: 019-0005-6-001
DeKalb
DeKalb County

(4340-4804)
EIN
47-1694509

Illinois Taxpayer ID Number
47-1694509 000

Illinois Unemployment Account Number
4771123

Business Type
S Corporation

Taxpayer Information
DeKalb Tattoo Company
817 W Lincoln Hwy Ste A
Dekalb, IL 60115
(815) 901-0024
State of Illinois
Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

NGOZI O. EZIKE, M.D.
DIRECTOR

Issued under the authority of
The State of Illinois
Department of Public Health

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BODY ART ESTABLISHMENT REGISTRATION

Permanent
Facility Number 10473

BUSINESS ADDRESS

DEKALB TATTOO COMPANY
817 W LINCOLN HWY
DeKalb, IL 60115

Rockford / DeKalb
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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(s) 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).

PRODUCER
Allen Financial Insurance Group
13830 N Northshore Blvd
Building C #109
Scottsdale
AZ 85260

INSURED
DeKalb Tattoo Company
1531 N 14th St
DeKalb
IL 60115

CONTACT NAME: Michael Delgado
PHONE: (602) 992-1570
FAX: (602) 992-8527
E-MAIL: MDelgado@eczgroup.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Capitol Specialty Insurance Corp
10328

COVERAGES CERTIFICATE NUMBER: CL199245693 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.

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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IL)</td>
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<td>DESCRIPTION OF OPERATIONS below</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured as respects Landlord per endorsement CG 20 11 attached for the following location: 817 W Lincoln Hwy Ste A DeKalb IL 60115

CERTIFICATE HOLDER

City of DeKalb
200 S 4th St
DeKalb
IL 60115

CANCELLATION

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

© 1998-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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).

PRODUCER
Allen Financial Insurance Group
The Equestrian Group
12424 N. 32nd St Suite 200
Phoenix, AZ 85032

CONTACT NAME: Michael Delgado
PHONE: (602) 982-1570
FAX: (602) 982-8327
E-MAIL: MDelgado@eqgroup.com

INSURER(S) AFFORDING COVERAGE
Capitol Specialty Insurance Corp
10325

COVERAGES

CLAIMS MADE/OCURRENCE

Policy Number: 60115
Policy Exp: 08/06/2020

Limit:

EACH OCCURRENCE: $1,000,000
DAMAGE TO RENTED PREMISES: $100,000
MED EXP (Per one person): $5,000
PERSONAL & ADJURY: $1,000,000
GENERAL AGGREGATE: $2,000,000
PRODUCTS - COMD/OP AGG: $2,000,000
INFECTIONS DISEASE: $25,000

WORKERS COMPENSATION

AND EMPLOYEES' LIABILITY

Workers Compensation Coverage: N/A

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

Certificate Holder is Additional Insured as respects Landlord per endorsement CG 20 11 attached for the following location: 817 W Lincoln Hwy Ste A Dekalb IL 60115

CERTIFICATE HOLDER

Bill Ryder
1602 Sleepy Hollow Ln
Dekalb IL 60115

CANCELLATION

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

© 1986-2015 ACORD CORPORATION. All rights reserved.
Capitol Specialty Insurance Corporation
P.O. Box 5900, Madison, WI 53705

COMMON POLICY DECLARATIONS
TRANSACTION TYPE: Endorse
ENDORSEMENT #: 001

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>POLICY PERIOD</th>
<th>AGENCY/PRODUCER CODE</th>
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<tbody>
<tr>
<td>PR02973218-01</td>
<td>08/06/2019 - 08/06/2020</td>
<td>4705P</td>
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<tr>
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<td>12:01 A.M. Standard Time at the address of the insured stated herein.</td>
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<table>
<thead>
<tr>
<th>NAMED INSURED AND ADDRESS</th>
<th>AGENCY/PRODUCER</th>
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<tbody>
<tr>
<td>DeKalb Tattoo Company</td>
<td>Allen Financial Insurance Group, Inc.</td>
</tr>
<tr>
<td>817 W Lincoln Hwy</td>
<td>12424 N 32nd St</td>
</tr>
<tr>
<td>Ste A</td>
<td>Ste 200</td>
</tr>
<tr>
<td>Dekalb, IL 60115-3002</td>
<td>Phoenix AZ 85032-7148</td>
</tr>
</tbody>
</table>

FORM OF BUSINESS: Corporation
BUSINESS DESCRIPTION: Tattoo Studio

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

<table>
<thead>
<tr>
<th>Coverage Part</th>
<th>Premium</th>
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<tbody>
<tr>
<td>Commercial General Liability Coverage Part</td>
<td>$1,724.00</td>
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TOTAL ADVANCE PREMIUM: $1,724.00

<table>
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<tr>
<th>Premium shown as payable:</th>
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<tbody>
<tr>
<td>TERRORISM RISK INSURANCE ACT OF 2015</td>
</tr>
<tr>
<td>IL Surplus Lines Tax</td>
</tr>
<tr>
<td>IL Stamping Fee</td>
</tr>
<tr>
<td>Broker Fee</td>
</tr>
</tbody>
</table>

Total Premium including taxes and fees: $1,835.00

* THE LIABILITY PREMIUM BASIS OF THIS POLICY IS SUBJECT TO AN AUDIT. ADDITIONAL PREMIUM MAY BE DUE.

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Attached Policy Coverage Part Form Schedule CICG 179

Countersigned 08/16/2019 By 
(Authorized Representative)

Notice to Policyholder: This contract is issued by a domestic surplus line insurer, as defined in Section 445a of the Illinois Insurance code, pursuant to Section 445, and as such is not covered by the Illinois Insurance Guaranty Fund.
Capitol Specialty Insurance Corporation
P.O. Box 5900, Madison, WI 53705

POLICY CHANGE SUMMARY

POLICY NUMBER
PR02973218-01

POLICY PERIOD
08/06/2019 - 08/06/2020
12:01 A.M. Standard Time at the address of the insured stated herein.

AGENCY/PRODUCER CODE
4705P

NAMED INSURED AND ADDRESS
DeKalb Tattoo Company
817 W Lincoln Hwy
Ste A
DeKalb, IL 60115-3002

AGENCY/PRODUCER
Allen Financial Insurance Group, Inc.
12424 N 32nd St
Ste 200
Phoenix AZ 85032-7148

CHANGE #: 001
EFFECTIVE DATE OF CHANGE: 08/06/2019

$0.00 Additional Annual Premium $0.00 Additional Premium Due
$0.00 Annual Return Premium $0.00 Return Premium Due
$0.00 No Change in Premium 1.000 Pro Rate Factor

Short Rate Factor

BELOW IS A SUMMARY OF THE CHANGES EFFECTIVE AS OF THE DATE SET FORTH ABOVE IN THIS POLICY CHANGE SUMMARY:

Amend Mailing Address:
817 West Lincoln highway, Suite A, DeKalb, IL, 60115

No Additional Surplus Lines Tax Due

PLEASE READ YOUR POLICY IN ITS ENTIRETY FOR ALL TERMS AND CONDITIONS. THIS POLICY CHANGE SUMMARY DOES NOT MODIFY OR ALTER ANY OF THE TERMS OR CONDITIONS OF THIS POLICY.

Countersigned 08/16/2019 By
Authorized Representative

CIG 349 (01-11)
POLICY NUMBER
PR02973218-01

POLICY PERIOD
08/06/2019 - 08/06/2020
12:01 A.M. Standard Time at the address
of the insured stated herein.

AGENCY/PRODUCER CODE
4705P

NAMED INSURED AND ADDRESS
DeKalb Tattoo Company
817 W Lincoln Hwy
Ste A
Dekalb, IL 60115-3002

AGENCY/PRODUCER
Allen Financial Insurance Group, Inc.
12424 N 32nd St
Ste 200
Phoenix AZ 85032-7148

SCHEDULE

Name of Person or Organization: Bill Ryder
Address: 1602 Sleepy Hollow Ln
Dekalb IL 60115-1750
Dekalb

Insured Item: Location 1 - 817 W Lincoln Hwy Ste A Dekalb IL 60115-3002
$ 50.00 - Additional Insured

Interest: CG 20 11 - Additional Insured Manager Or Lessors Of Premises

Interest Type: Designation Of Premises (Part Leased To You)

Description:

Countersigned 08/16/2019 By ________________________________
Authorized Representative
Tattoo Aftercare Instructions

You will need:
- Fragrance free hand soap (Dial, Soft soap, Equate, etc.)
- Tattoo ointment (Aquaphor or Aquatat)
- Fragrance free lotion (Aveno recommended)
- Cellophane wrap

1. Leave your bandage on overnight and unbandage the following morning.
2. Using clean hands, lather a fragrance free soap in your hands and gently wash away any blood or plasma from the tattooed area, then rinse with water. Do not use a washcloth or loofah on your tattoo.*
3. Let your tattoo air dry, or dab dry with a paper towel. DO NOT WIPE the tattoo.
4. When your tattoo is completely dry, apply a thin layer of Aquaphor or Aquatat and let sit for 10-15 minutes, then dab any excess ointment away with a paper towel.
5. Repeat step 4 throughout the day as necessary, when your tattoo feels dry, stiff, or itchy.
6. Before bed, repeat steps 2 and 4 and use a cellophane wrap to cover your tattoo.
7. Repeat steps 1-5 for the first 4 days, or when your tattoo starts to flake and peel. Once this starts, stop wrapping your tattoo at night and stop using ointment. Instead, wash your tattoo once a day and apply a fragrance free lotion as needed, up to once an hour.
*At any point, applying too much ointment or lotion may cause a small pimple breakout on your tattoo. If this happens, moisturize less frequently.
8. Allow a full month for your tattoo to heal, keeping it sufficiently moisturized.
9. We love to see healed tattoos! Come in and let us check it out. Most tattoos include one free touch-up, excluding tattoos on feet, hands, necks, and elbows.

Important: If you think you are having an allergic reaction or infection, please contact us immediately and/or seek immediate medical attention.

DO NOT
- Expose your tattoo to chlorine for 2-4 weeks
- Expose your tattoo to prolonged sun exposure or tanning beds for 2-4 weeks
- Pick, peel, or scratch your tattoo
- Put any soaps, lotions, or ointments containing scents or fragrances on your tattoo
- Use any tattoo ointment but the recommended Aquaphor or Aquatat. Do not use A&D ointment or Vaseline
Our philosophy is simple: let your body do its job! The success of your body piercing depends on your commitment to an aftercare regimen. If your piercing is neglected, or irritated by bad habits like playing with the jewelry, it will almost certainly fail to heal properly. You must allow your body to heal without interrupting its natural healing process. Chemicals will not heal your piercing, only your body will. This means we do not suggest the use of harsh chemicals, soaps, essential oils or ointments. From research and experience, we have found that strong chemicals are counter productive and delay healing. Our aftercare utilizes body neutral wound wash saline.

**The Piercing Cleaning Guide**

Do the following steps 3 or more times per day
- **Step One:** Thoroughly wash your hands
- **Step Two:** Spray your piercing's entrance and exit holes with wound wash saline solution
- **Step Three:** Wipe any crusty discharge away from the jewelry with non-woven gauze or soft paper towels soaked with saline
- **Step Four:** Pat the piercing dry with non-woven gauze or soft paper towels

Once daily: rinse your piercing with fresh water in the shower. This should loosen any very hard crusty matter that forms on the jewelry. After your shower do a saline cleaning.

**Oral Piercing Specifics**

Oral piercings can benefit from the introduction of cold to soothe swelling. Drinking ice water can be very helpful. Elevating your head with an extra pillow while you sleep can also help with swelling. Please avoid any activity that would result in someone else's body fluid getting into the piercing, including sharing food or beverages. Feel free to rinse your mouth out with filtered or bottled water regularly.

**Tips and Tricks**

Clean bedding can help prevent complications. A clean t-shirt over your pillow, changed regularly until your pillowcase is washed, is strongly encouraged for ear and facial piercings.

Travel pillows can help you avoid sleeping directly on your ear while healing an ear piercing.

Healthy bodies heal piercings best. We encourage our clients to make every effort to live a healthy lifestyle, guided by a medical professional.
Problems? Questions?
Most problems are NOT infection. Please do not hesitate to contact us for free consultations whenever you have the slightest concern about your piercing. We can’t help if we don’t hear from you, so please contact us!

When to Seek Medical Assistance
While infection is rare, it is absolutely essential to seek professional medical assistance at the very first sign of infection. Symptoms include: sudden onset of swelling, excessive bleeding, discharge of yellow, green, or dark colored fluid. Some redness is normal, but excessive redness and/or red stripes coming from the piercing site are indicative of serious problems. Fever, upset stomach, dizziness, or vomiting may also be signs of infection. Should any of these symptoms occur, immediately contact a doctor or medical professional.

What to Avoid
Avoid touching your piercing with unwashed hands. Contamination of the piercing site from touching with unwashed hands can result in infection!
Do not remove your jewelry during the healing process, unless instructed to do so by a medical professional. Even healed piercings will shrink when jewelry is removed, potentially resulting in loss of the piercing.
Prevent makeup, health and beauty products, suntan lotion and other cosmetics from touching the piercing site or jewelry.
‘Harsh chemicals, including “natural” aftercare products like tea tree oil, are suggested against. We strongly suggest against the use of any product besides 0.9% Wound Wash Saline.
It is important to avoid swimming while healing a new piercing. Swimming can result in infected or irritated piercings.

Do not rotate, twist, or turn jewelry while healing. This damages your piercing.

Cassie Smith, Piercer
DeKalb Tattoo Company
817 West Lincoln Highway, Suite A
DeKalb, IL 60115
(815)-901-0024
Association of Professional Piercers

This course meets 29 CFR 1910.1030 requirements.

Cassie Smith
HAS SUCCESSFULLY COMPLETED THE ONLINE COURSE
Bloodborne Pathogens for Body Piercers

JOHN C. JOHNSON
OSHA Authorized
General Industry Trainer
#G0064973

Jef Saunders
APP President

Completion Date:
June 5, 2019
Expiration Date:
June 4, 2020
Certificate Of Completion

This Certifies That

Alfredo Pizano

has demonstrated competence of the appropriate cognitive skills associated with Blood Borne Pathogen Training. You are hereby certified as having completed Blood Borne Pathogen Training.

7/24/2019
CERTIFICATION DATE

7/24/2020
EXPIRATION DATE
Certificate Of Completion

This Certifies That

Ray Cuevas

has demonstrated competence of the appropriate cognitive skills associated with Blood Borne Pathogen Training. You are hereby certified as having completed Blood Borne Pathogen Training.

6/18/2019
CERTIFICATION DATE

6/18/2020
EXPIRATION DATE
Certificate of Completion

This is to certify that

Jose Jokey Navarro

has successfully completed an approved educational activity in

Bloodborne Pathogens & Infection Control for
Tattoo Artists, Body Piercers, Permanent Make-Up,
Microblading, and Micropigmentation Professionals

in accordance with the OSHA Bloodborne Pathogens Standard 29 CFR 1910.1030

Contact Hours: 3

Date Issued: December 17, 2018
(Expires 1 year from the date issued)

Biologix Solutions LLC

Approved by Major States & City Health Departments: Alabama Department of Health, Alaska Board of Barbers & Hairdressers, California Counties (major counties), Denver Department of Health, South Carolina Department of Health & Environmental Control, Iowa Department of Health, Louisiana Department of Health - Food & Drug Unit, Minnesota Department of Health, Washington State Dept. of Licensing, Oregon Health Licensing Agency (2011-6T), Philadelphia Department of Health, Hawaii State Department of Health and many more.

Please visit http://b1xtraining.com/accreditations/ for full list of approvals and acceptance.
Certificate Of Completion

This Certifies That

anthony urbanik

has demonstrated competence of the appropriate cognitive skills associated with Blood Borne Pathogen Training. You are hereby certified as having completed Blood Borne Pathogen Training.

6/18/2019
CERTIFICATION DATE

6/18/2020
EXPIRATION DATE
C) A statement of the types of service to be provided:

The type of service to be provided within DeKalb Tattoo Company is body piercing and tattooing. Our goal is to provide custom tattoos and safe piercings using quality jewelry.

D) The length of time that said applicant has been in business of that character, or in the case of a corporation or limited liability company, the date on which its articles of incorporation or articles of organization were issued;

I have been working for DeKalb Tattoo Company for about 4 years, beginning in October 2015. My apprenticeship officially began January 1st 2016 and ended January 1st 2017. I've been a body piercer and manager of the business since then.
LLC Articles of Organization

Receipt page

Please print this receipt for your records.

Your application to file limited liability company Articles of Organization has been received and payment processed.

Please allow 24 business hours for the processing of your application.

You can check the status of your submission at https://www.illinois.gov/lcarticles/status.jsp by using the Packet and Authorization Numbers provided below. If you experience any difficulty in obtaining the status of your application, please contact the Web Master at webmaster@ilsos.gov.

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<tr>
<td>Authorization Number: 019446</td>
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<tr>
<td>Payment Date: 10-29-2019</td>
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<tr>
<td>Total Fee: $255.88</td>
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<td>Payment Type: CREDIT CARD</td>
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BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

http://www.ilsos.gov/lccarticles/acctReview.do
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<th>Invoice #</th>
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<td>BODYAR</td>
<td>250.00</td>
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<td>2019-0005</td>
<td>00001507</td>
<td>BACKGROUND CHECK FEE</td>
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**Total Amount Paid**

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<tr>
<td></td>
<td>300.00</td>
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Dear city of Dekalb,

I want to start off by saying how grateful I am to have had a successful business in Dekalb for the past seven years. This town has been great for my family and I. Currently we have found new opportunities in Florida. Being long distance is not ideal so it would be best to sell the business.

Cassie Smith has been employed with us since close to the beginning. She started out in college with a double major, a second job for the university, and through that did a great job at work. The clients love her compassion and knowledge she carries with her. Cassie currently graduated from NIU and I couldn't be happier with her motivation to be successful. I couldn't think of anyone better to take over my business. I know she will bring Dekalb Tattoo to its true potential.

Thank you for being a great town for myself, my family, and my business.

Sincerely

Nick Misitano
**INVOICE NO.**
00001507

State Tax ID

<table>
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<tr>
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<th>Application Date</th>
<th>Expiration Date</th>
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<tr>
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<td>$250.00</td>
</tr>
<tr>
<td>BACKGROUND CHECK FEE</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

**Remit to:**
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115

***RETURN LOWER PORTION WITH YOUR PAYMENT***

Invoice Number: 00001507

**Billing/Invoice Date:** 09/16/2019

**Total Due:** $300.00

**Due Date:** 09/16/2019
**City of DeKalb**  
200 South Fourth Street  
DeKalb, IL 60115

**Paid By:**  
DEKALB TATTOO COMPANY  
817 W LINCOLN HWY  
DEKALB, IL 60115-3002

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**RECEIPT**

- **Receipt #**: 00001427
- **Post Date**: 09/16/2019
- **Business ID**: 81
- **Cashier**: Kaylae Ramirez
- **Payment Method**: Credit Card

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</tr>
</tbody>
</table>

**Total Amount Paid**  
300.00
CITY OF DEKALB LEGAL DEPT.
ATTN: BETH PATRICK
200 S FOURTH ST
DEKALB IL 60115

Shaw Media certifies that it is the publisher of the Daily Chronicle. The Daily Chronicle is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of DeKalb, County of DeKalb, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Daily Chronicle, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 11/09/2019.

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by Laura Shaw, its publisher, at DeKalb, Illinois, on 9th day of November, A.D. 2019.

Shaw Media By:

Laura Shaw, Publisher

Account Number 40609  Amount $63.86