

**AGENDA  
DOWNERS GROVE LIQUOR COMMISSION  
AUGUST 1, 2024  
FIRE STATION #2 TRAINING ROOM  
5420 MAIN STREET**

**6:30 P.M.**

- I            Call to Order**
- II           Roll Call**
- III          Approval of Minutes of June 6, 2024 Liquor Commission Meeting**
- IV          Application Hearings**
  - 7-Eleven
  - 6301 Main Street
  - Class P-2
- V           New Business**
- VI          Old Business**
- VII        Comments from the public**
- VIII       Adjournment**

**DOWNERS GROVE LIQUOR COMMISSION  
VILLAGE HALL COUNCIL CHAMBERS  
801 BURLINGTON AVENUE  
Thursday, June 6, 2024**

**DRAFT**

**I. CALL TO ORDER**

Chairman Johnson called the June 6, 2024 Liquor Commission meeting to order at 6:30 p.m.

**II. ROLL CALL**

**PRESENT:** Mr. Fenton, Mr. Mehta, Ms. Rutledge (6:40), Ms. Saucedo, Mr. Shah, Chairman Johnson

**ABSENT:** Ms. Kastory

**STAFF:** Carol Kuchynka, Liaison to the Liquor Commission, Assistant Village Attorney Brandan Rissman,

**OTHERS:** Irene Bahr, Esq., Vince Pellegrini, Anthony Vai, Catherine Jackson, Greg Vacala, Julie Vacala, Court Reporter

**III. APPROVAL OF MINUTES**

Chairman Johnson asked for approval of the minutes for the May 2, 2024 Liquor Commission meeting and asked members if there were any corrections, changes or additions.

Hearing no additional changes, corrections or additions, the May 2, 2024 minutes of the Liquor Commission meeting were approved as written.

Chairman Johnson reminded those present that this evening's meeting was being recorded on Village-owned equipment. Staff was present to keep minutes for the record.

**IV. APPLICATION FOR LIQUOR LICENSE**

Chairman Johnson made the following statements:

"The next order of business is to conduct a public hearing for liquor license applications. For the benefit of all present, I would like to state that this Commission does not determine the granting or denial of the issuance of any license. We may, at the end of each hearing, make a finding or recommendation with respect to the application. If necessary, the Commission may adjourn a hearing to a later date in order to have benefit of further information."

"At the conclusion of the hearing, the Commission will determine any recommendations it wishes to make to the Liquor Commissioner".

"The Liquor Commissioner, who is the Mayor of Downers Grove, will, pursuant to Section 3-12 of the Ordinance, render decisions regarding issuance of available licenses."

"Hearings by this Commission are held according to the following format: 1) reading of information pertinent to the application, 2) comments from the applicant, 3) discussion by the Commission, 4) comments from staff, 5) comments from the public, and 6) motion and finding by the Commission."

### **Homewood Suites & Hampton Inn**

Chairman Johnson stated that the next order of business was an application from DG Hotel Group, LLC d/b/a Homewood Suites & Hampton Inn located at 1500 Opus Place. He stated that the applicant is seeking a Class "H-1", full alcohol, on-premise hotel liquor license.

Chairman Johnson asked that any individual(s) representing the applicant step forward and be seated. He asked that any individual(s) giving testimony, state and spell their name for the record, indicate their affiliation with the establishment and be sworn in by the court reporter.

Ms. Irene Bahr introduced herself as outside counsel representing the applicant. Mr. Vincent Pellegrini was sworn in by the court reporter. He stated that he is the general manager.

Chairman Johnson asked them to explain their license request.

Ms. Bahr stated that she has worked with Ms. Kuchynka in the past and thanked her for her invaluable help putting their application packet together.

Ms. Bahr stated that the property, formerly Marriot, was taken over by DG Hotel Group in August of 2023 and has since been converted into a Hampton Inn & Suites/Homewood Suites.

Mr. Pellegrini stated that he has been in the hospitality industry for over 20 years. He has served on the Chamber of Commerce and oversaw the Homewood Suites in Aurora. He stated he has been with Sun Development for 6 years, assisting with properties and takeovers. He stated that they recently took over the Warrenville Residence Inn.

Mr. Pellegrini stated that he has taken over the Marriott property and conversion as of August 17, 2023. He stated that he oversees the 254 room property. He stated that Hilton opted to have two Hilton brands in one building. He stated this new, unique concept is becoming popular to where there are 106 rooms for Hampton Inn & Suites and 148 rooms for the Homewood Suites. He stated that Homewood Suites is set up as an extended stay. He stated that extended stay amenities include a full sized refrigerator, stovetop burners and geared for longer stays and comforts of home.

Mr. Pellegrini stated renovation of all the guest rooms is now complete. He stated that they are close to finishing the lobby and public common areas. He stated that meeting room, dining room, bar are also be renovated. He stated that front desk renovation will complete the lobby project.

Mr. Pellegrini stated that the dual property is an interesting concept being that it is popular in the City, but expanding to the suburbs. He stated that there will be an all-in-one registration desk and breakfast area. He stated that the areas are no longer segregated where they can combine both brands with travelers and get the best of both worlds. He stated that they host an evening reception on Wednesday nights. He stated that there are signature dishes for breakfast. He stated that they will remain brand neutral in the common areas.

Ms. Bahr stated that although there are dual brands, the premises is operated as one operation. Chairman Johnson asked if Sun Properties is a subsidiary of the site. Ms. Bahr replied no.

Ms. Bahr stated that Hilton has standards for training and liquor operations. Mr. Pellegrini stated that they conduct quality assurance checks every six months which includes training, property condition check and guest room inspections.

Mr. Pellegrini stated that there are alcohol guidelines to follow. He stated that a roster of the entire team and their certifications are audited.

Chairman Johnson asked Mr. Pellegrini if there are any internal checks on bar service. Mr. Pellegrini replied yes. He stated that employees, their date of hire and food handler, serve safe and/or BASSET certifications are checked during inspections. He stated that different positions have different certifications and training requirements. Ms. Bahr stated that serve safe is a form of BASSET training.

Chairman Johnson asked for questions from the Commission.

Mr. Shah stated that they took over the property in August of 2023. He asked if they have served alcohol. Mr. Pellegrini replied no, nor did they allow outside for or alcohol to be brought onto the premises.

Mr. Shah asked if the license will be for catered events such as weddings. Mr. Pellegrini replied yes. He stated that they have packages including coffee breaks, beer and wine package, lunch buffets.

Mr. Pellegrini advised that the 1,850 square foot ballroom was recently renovated. He stated that they can divide the room into three salons. He stated that they have separate meeting rooms and a private dining room. Ms. Bahr added that there is a restaurant near the lounge area.

Ms. Bahr stated that they did not apply for the license earlier due to the extensive nature of the renovations and be fully operational.

Mr. Shah asked Mr. Pellegrini if current staff is BASSET certified. Mr. Pellegrini replied yes. He stated that management has that full certification as well.

Mr. Mehta asked if there is a hotel bar. Mr. Pellegrini replied yes. He stated the bar area has been newly renovated as well.

Mr. Mehta asked if anyone can walk into the restaurant and eat without being a guest. Mr. Pellegrini replied yes it will be open to the public. He stated that when the Marriot was in operation they catered a lot to local crowds coming in, which they hope to carry on as well. He stated that the location is not located within walking distance of area restaurants or bars and they would like to keep guests on the property.

Mr. Mehta asked if the Marriott staff was retained. Mr. Pellegrini replied yes. He stated that when they do a takeover they attempt to retain staff by offering seniority perks, same rate of pay and made other position options to keep them.

Mr. Mehta asked Ms. Kuchynka if the Marriot had any violations. Ms. Kuchynka replied the previous owner did not.

Mr. Fenton asked if everyone is BASSETT certified. Mr. Pellegrini replied no, only those that are responsible for the food and beverage areas.

Mr. Fenton asked Mr. Pellegrini if his previous location served alcohol and if there were any issues there. Mr. Pellegrini replied there were no issues.

Ms. Rutledge apologized for being tardy.

Ms. Rutledge asked when the renovations are due to be completed. Mr. Pellegrini replied they are on target and plan on finishing in one month with the entire interior remodel.

Ms. Saucedo had no questions.



Mr. Pellegrini stated that the site is gorgeous and they invested over \$4 million into the renovation.

Ms. Bahr stated that Carol has Mr. Pellegrini's contact information if the Commission members want to tour the facility.

Chairman Johnson referred to page 4 of the alcohol service guideline and asked what the daily log was. He asked what employees are signing on a daily/work day basis. Mr. Pellegrini replied that is a standard of their job duties/assignments. He stated that signing the liquor log was to make sure that they are fully aware of the rules and regulations and taking on responsibilities.

Chairman Johnson asked if employees sign off on training upon hire. Mr. Pellegrini replied that they sign off on the document which is retained in their file. Ms. Bahr stated that document was the acknowledgement at the end of the document.

Chairman Johnson referenced another bulleted item "have refresher meetings quarterly concerning the importance of responsible alcohol serving". He asked who initiates the quarterly meetings. Mr. Pellegrini replied that he leads the team but allows department managers carry out those agendas. He stated that he also has weekly meetings with team managers every Wednesday.

Mr. Pellegrini stated that he keeps a quality assurance binder for when representative come out to inspect. He stated that building, fire and life safety items are checked along with all certifications, including CPR, BASSETT and other requirements to make certain they are in compliance. He stated that consistency for the brand names is key so that all Hilton branded properties are operated in the same manner.

Chairman Johnson commented that some establishments may believe they are too big to fail. He encouraged Mr. Pellegrini to regularly discuss alcohol serving policies to be more frequent than quarterly. Mr. Pellegrini stated that the quarterly training would be a recap, but the weekly discussions will keep them up to speed on procedures for the departments.

Chairman Johnson asked if staff had any comments concerning the application. Ms. Kuchynka stated that factors affecting the finding or recommendation from this evenings meeting include receipt of the annual fee, employee certifications and satisfactory background checks. She believed that the Certificate of Occupancy has been issued. Ms. Bahr replied yes.

Chairman Johnson asked for comments from the public. There were none.

Hearing the testimony given in this case, Chairman Johnson asked for a recommendation from the Commission concerning its finding of "qualified" or "not qualified" with respect to their request for a Class H-1 liquor license.

**MR. MEHTA MOVED TO FIND DG HOTEL GROUP, LLC D/B/A HOMEWOOD SUITES & HAMPTON INN LOCATED AT 1500 OPUS PLACE QUALIFIED FOR A CLASS "H-1", FULL ALCOHOL, ON-PREMISE CONSUMPTION HOTEL LIQUOR LICENSE. MR. SHAH. SAUCEDO SECONDED.**

**Aye:** Mr. Mehta, Mr. Shah, Mr. Fenton, Ms. Rutledge, Ms. Saucedo, Chairman Johnson

**Nay:** None

**Abstain:** None

**MOTION CARRIED: 6:0:0**

## Entourage

Chairman Johnson stated that the next order of business was an application from 5101 Main, LLC d/b/a Entourage located at 5101 Main Street. He stated that the applicant is seeking a Class "R-1", full alcohol on-premise consumption liquor license and a Class "O" outdoor liquor license.

Chairman Johnson asked that any individual(s) representing the applicant step forward and be seated. He asked that any individual(s) giving testimony, state and spell their name for the record, indicate their affiliation with the establishment and be sworn in by the court reporter.

Mr. Anthony Vai and Ms. Catherine Jackson were sworn in by the court reporter. Mr. Vai introduced himself as one of the owners of Entourage and Ms. Jackson introduced herself as the general manager.

Chairman Johnson asked the applicant to explain its license request.

Mr. Vai stated that they are a full service restaurant. He stated that they operate two other establishments in Naperville, namely, Vai's Italian Inspired Kitchen & Bar for the past six years and Entourage for the past year. He stated that he grew up in the food & beverage service industry. He stated that they have a chef partner overseeing the establishment who has works with Ditka's, Cheesecake Factory and similar restaurants.

Mr. Vai stated that they take their operation very seriously. He stated that they support employees as well as the community. He stated that management staff oversees policies and procedures while owners are very hands-on.

Ms. Jackson stated that she has over 30 years in the service industry. She stated that she is a Downers Grove resident and has been with the company for three years. She has been with Entourage in Naperville since its opening. She stated that it is a great company that stands behind its employees.

Ms. Rutledge commented that she was impressed with "their story" in the handbook and how they got started. She felt it was a nice inclusion to their handbook so that employees can understand their vision and commitment to the industry. Mr. Vai thanked Ms. Rutledge for the comment.

Ms. Rutledge asked what are pitfalls with alcohol service and what safeguards have they developed to ensure its proper service. Mr. Vai stated that they take the safety of employees and guests seriously. He stated that communication is key. He noted that employees are encouraged to identify guests as they enter the restaurant especially if they may be under the influence. He stated that if they feel someone is or has been overserved, management will get involved with the guest. He stated that if it is unsafe for the guest or the public, they will reach out to non-emergency police, get Uber or taxi rides home or call a relative/friend to retrieve them. He stated that they have to do what is right and what is safe concerning alcohol service. He stated their business, livelihood, liquor license are all in jeopardy and noted they are well aware of consequences that come with alcohol related incidents.

Ms. Saucedo also felt the passion contained in the "their story" information materials.

Ms. Saucedo stated they recently heard a case in which an employee did not pay close attention to an identification and asked if he has ever had that situation. Mr. Vai replied that he has never encountered identification issues. He stated that they have denied alcoholic beverages because they did not have their ID. He stated that they did not serve the individual but the father ordered a drink and saw it had been shared with the individual without identification. He stated that they approached the table immediately and noted that they were told alcohol would be removed from the table if that was noticed again.

Mr. Vai stated that the last time he dealt with someone intoxicated was at Vai's when the customer was trying to smoke at the bar. He stated that they contacted the police to escort her out as she refused to stop attempting to light up a cigarette in the restaurant. Mr. Vai stated that their regular customers commented on how well they handled the situation. He stated that keeping the situation contained and dealt with appropriately is key.

Mr. Fenton had no questions.

Mr. Mehta appreciated Mr. Vai's demeanor and can tell they are good at what they do.

Mr. Mehta noticed that Ms. Jackson opened The Foxtail. She replied yes.

Mr. Mehta asked about the outdoor seating plan and did not recall the previous occupant having outdoor seating. Ms. Kuchynka stated that Capri had outdoor seating. She explained that there are additional licenses and requirements that need to be met for outdoor dining at this site. She stated that the plans that are being proposed must be approved by Village staff. She stated that most of the outdoor seating area is located on public property requiring a license agreement for use of along with a Temporary Use permit and additional insurance. She added that there are per square foot fees for use of the area.

Ms. Kuchynka stated that a number of departments will review the plans and submit their recommendations to the Legal Department. She stated that the materials provided tonight shall be considered to only find them qualified or not qualified for liquor service on the exterior of the property. She stated that Public Works, Community Development, Risk, Legal and the Village Manager's office will also review their submittals and a license agreement will be drafted upon the review.

Ms. Kuchynka stated that the area highlighted in yellow shows the available space. She stated that all downtown businesses are provided a pre-determined plan that shows the area of right-of-way that can be utilized. She stated that pedestrian access, ADA requirements, traffic provisions and safety concerns are all considered in determining the space.

Ms. Kuchynka noted that Entourage will need to apply for a Temporary Use Permit in the Village's permitting portal. She stated that this floor plan will be submitted, but may be subject to change, depending on staff review. She stated that the Mayor would have the authority to approve any changes administratively to the plan submitted this evening so as not to delay the licensing process.

Chairman Johnson questioned whether the number of tables was eight. Mr. Shah replied ten. Mr. Vai replied that there are eight 4-tops and two 2-tops.

Ms. Kuchynka noted that staff did a preliminary review of the plan. She stated that the two tables to the south on Main Street are located on private property. She stated use of that private property will require approval from the landlord as well and subject to staff review. She stated that staff will be sure that the tables are appropriately spaced and in accordance with ADA standards. Ms. Kuchynka noted that a portion of the sidewalk must be maintained free and clear for public access.

Mr. Vai stated that they wish continued discussion about. He stated that Entourage is a small restaurant and they would like additional space to operate outdoors. He stated that they are aware of ADA Guidelines and the maintaining the appropriate amount of space. He added that they have walked the area and can keep space available to meet pedestrian needs. He stated that they are hoping to get more use of the corner as there is a lot of area in that prime space and expand on what they have presented.

Mr. Mehta stated he wanted to be certain that the same quality of service and standards apply to the exterior dining. Mr. Vai agreed. He stated that area will be designated to a server. He stated that they do not over seat their servers as service will start to lag.

Mr. Mehta asked Mr. Vai when they were planning to open. Mr. Vai replied July 25<sup>th</sup>. He stated that the building is set to be turned over on June 28<sup>th</sup>.

Mr. Shah asked Mr. Vai how many liquor licenses they currently hold. Mr. Vai replied two. He stated that they are no longer associated with Fire & Wine.

Mr. Shah asked if both were in Naperville. Mr. Vai replied yes.

Mr. Shah asked if Naperville conducts controlled buys. Mr. Vai replied no.

Mr. Shah cautioned Mr. Vai that Downers Grove conducts controlled buys. Mr. Vai replied he is excited to be tested. He stated that when they have encountered Village staff they encourage them to be present. He stated that they are an additional layer of safety for the community.

Mr. Vai stated that they encourage staff to card anyone under the age of 30. He stated that they are to verify the ID and get someone else involved if there are concerns.

Mr. Shah stated that Illinois makes the underage ID easy, that being vertical.

Mr. Shah asked Mr. Vai if any existing staff will move to the Downers Grove location. Mr. Vai replied yes. He noted that there might be some cross-utilization. He stated that they will split employee's time or put them at a site that they prefer.

Chairman Johnson stated that their materials were thorough and insightful to the environment they have created.

Chairman Johnson referred to page 22 of the handbook. He noted that the 3<sup>rd</sup> bullet point stated that materials will be reviewed periodically and noted that "periodically" is subjective. He encouraged the reinforcement of their expectations regularly.

Chairman Johnson asked if staff had any comments concerning the application. Ms. Kuchynka stated that factors affecting the finding or recommendation from this evenings meeting include receipt of the Certificate of Occupancy, dram shop insurance, annual fee, satisfactory background checks and employee certifications. She stated approval of the Temporary Use Application and License Agreement for use of public property will also be required for operation of the outdoor dining area.

Chairman Johnson asked for comments from the public. He asked that anyone speaking state and spell their name for the record.

Ms. Julie Vacala stated that she lives above the new restaurant Entourage and was present to bring a matter to the attention of the Liquor Commission. She stated that last December oriental roaches followed the gas line up into their unit. She stated that the condo association board contacted the owner of the business premises who chose to do nothing about the situation.

Ms. Vacala stated that she contacted and explained the situation to the new owners of Entourage and asked them to begin pest control, which they refused. She stated they only found five dead in the restaurant and did not feel the necessity for pest control.

Ms. Vacala stated she contacted an entomologist expert in insects who said it was likely the prior restaurant sprayed for pest control but once they left the premises the pest control could have lasted three months. She stated that the insects are easy to control but require regular maintenance.

Ms. Vacala shared the entomologist information with Entourage and they still refused to do pest control. She felt without control the roaches may have been able to infect the whole condo building. She felt that Entourage owes a higher degree of responsibility being part of the building and not as a stand alone premise.

Ms. Vacala stated that the last fifteen years there has never been a pest problem.

Ms. Vacala had email correspondence from Michael Vai and Tim Sandow. Ms. Kuchynka distributed the emailed materials to the Commission.

Ms. Vacala encouraged them but they continue to refuse pest control. She did not feel that Entourage should be given a liquor license or a food service license.

Ms. Vacala stated it was confusing why they refuse to do pest control. She hoped that the Commission would make a recommendation to begin pest control immediately and upon compliance only address the liquor license.

Ms. Vacala stated that she has the condominium pest control company Chem Wise also try to contact Entourage. She stated that as of a week ago Entourage has not responded to them.

Ms. Vacala stated that the Village's building inspector, Dave, stated that the previous owner left the place in perfect condition, yet the new owners are saying this is not true and it was left dirty.

Ms. Vacala thanked the Commission for their consideration. Chairman Johnson thanked Ms. Vacala for her comments.

Hearing the testimony given in this case, Chairman Johnson asked for a recommendation from the Commission concerning its finding of "qualified" or "not qualified" with respect to their request for a Class R-1 liquor license.

**MR. MEHTA MOVED TO FIND 5101 MAIN, LLC D/B/A ENTOURAGE LOCATED AT 5101 MAIN STREET QUALIFIED FOR A CLASS "R-1", FULL ALCOHOL ON-PREMISE CONSUMPTION LIQUOR LICENSE. MS. SAUCEDO SECONDED.**

**Aye:** Mr. Mehta, Mr. Fenton, Ms. Rutledge, Ms. Saucedo, Mr. Shah, Chairman Johnson

**Nay:** None

**Abstain:** None

**MOTION CARRIED: 6:0:0**

Hearing the testimony given in this case, Chairman Johnson asked for a recommendation from the Commission concerning its finding of "qualified" or "not qualified" with respect to their request for a Class O liquor license.

**MR. MEHTA MOVED TO FIND 5101 MAIN, LLC D/B/A ENTOURAGE LOCATED AT 5101 MAIN STREET QUALIFIED FOR A CLASS "O", OUTDOOR FULL ALCOHOL LICENSE. MS. FENTON SECONDED.**

**Aye:** Mr. Mehta, Mr. Fenton, Ms. Rutledge, Ms. Saucedo, Mr. Shah, Chairman Johnson

**Nay:** None

**Abstain:** None

**MOTION CARRIED: 6:0:0**

Mr. Vai thanked the Commission for their humbling words and hoped to see them at the establishment.

## **VI. NEW BUSINESS**

Chairman Johnson asked if there was any discussion, update from staff or comments from the Commission regarding any new business.

Ms. Kuchynka referred to the month end report for May. She stated that the Mayor has indicated his intent to issue catering licenses to Food for Thought and Chef by Request.

Ms. Kuchynka advised that she provided Council agenda item information on increasing the Brew Facility and Wine Boutique license classes which was approved on June 4<sup>th</sup>. Chairman Johnson asked about the brew facility. Ms. Kuchynka replied that it will be a similar operation to Goldfinger with manufacturing on the premises. She believed that there was some work that needs to be done with the building.

Mr. Mehta asked Ms. Kuchynka if McAlister's or Buffalo Wild Wings have applications. Ms. Kuchynka replied no.

## **VII. OLD BUSINESS**

Chairman Johnson asked if there was any discussion, update from staff or comments from the Commission regarding any old business. Ms. Kuchynka replied that control buy re-tests have been performed on a few licensee's with recent violations.

Ms. Kuchynka reminded the Commission there will be no meeting in July due to the Fourth of July holiday. She noted the Village Hall will be moving to the new premises over the course of a few weeks. She stated that the August meeting will be held at the new facility. She will ask if the Commission can get a quick tour of the new site prior to our next meeting.

Mr. Shah asked if the next meeting date would be August 3<sup>rd</sup>. Ms. Kuchynka replied August 1<sup>st</sup>.

## **VIII. COMMENTS FROM THE PUBLIC**

There were none. No members of the public were present for comment.

## **IX. ADJOURNMENT**

Concluding business for the evening, Chairman Johnson called for a motion to adjourn. Ms. Rutledge moved to adjourn the June 6, 2024 meeting. The meeting was adjourned by acclamation at 7:34 p.m.





VILLAGE OF DOWNERS GROVE  
REPORT FOR THE LIQUOR COMMISSION  
AUGUST 1, 2024 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Licensee: Sher Akbar Corporation D/B/A: 7-Eleven #38976A Address: 6301 Main Street	Application for Class P-2 liquor license	Carol Kuchynka Liaison to the Liquor Commission

**REQUEST**

The applicant is requesting a Class P-2 liquor license for 7-Eleven #38976A located at 6301 Main Street.

**NOTICE**

The request has been filed in conformance with applicable procedural and public hearing requirements.

**GENERAL INFORMATION**

Officer(s):      Wiqar Khan, President/Secretary

Stockholder(s):      Wiqar Khan - 100%

Manager:      Mr. Wiqar Khan

Licensee:      Sher Akbar Corporation d/b/a 7-Eleven #38976A  
6301 Main Street  
Downers Grove, IL 60516

**PROPERTY INFORMATION**

EXISTING LAND USE:      Commercial  
PROPERTY SIZE:      (3,010 square feet)

**ANALYSIS**

**Submittals**

This report is based on the following documents, which are on file with the Legal Department:

1.      Application for Liquor License
2.      Lease
3.      Insurance
4.      Liquor Handling Manual
5.      Floor Plan

**Project Description**

The applicant is requesting a Class P-2 liquor license for the operation of a gas/fueling station located at 6301 Main Street.

**Compliance with the liquor ordinance**

The establishment is defined as:

Gas/Fueling Station. A place kept, used, maintained, advertised or held out to the public as a place where the primary business is the sale of both gasoline and convenience goods. No more than twenty-five percent (25%) of the retail sale square footage areas of any convenience store associated therewith shall be devoted to the sale of alcoholic liquor and tobacco products.

**License conditions**

"P-2" Packaged liquor licenses shall authorize the retail sale on the premises specified, of beer and wine in original packages, unopened only, and not for consumption on the premises, except that tastings shall be permitted on such premises in accordance with State law. Such licenses may provide delivery service pursuant to DGMC Section 3.33.4 herein. Such licenses shall be only authorized in locations where the primary business is that of a grocery store, gas/fueling station, wine shop or convenience store as defined herein.

**Public Safety Requirements**

Fire Prevention and Community Development Department will need to conduct a walkthrough of the facility. An updated Certificate of Occupancy has been applied for and is pending. Health Department approval is required.

**Factors Affecting Finding or Recommendation**

Updated Certificate of Occupancy, annual fee, satisfactory background checks and employee certifications.

**Recommendation**

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Based upon testimony presented at the August 1, 2024 application hearing, if said application is consistent with the Liquor Code and meets the criteria of the classification, staff requests the following:

A recommendation from the Commission concerning its finding of "qualified" or "not qualified" with regard to their Class P-2 liquor license application, along with any conditions and/or restrictions with respect to this applicant.



downers.us

July 16, 2024

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**Village Hall**

801 Burlington Ave.  
Downers Grove, IL  
60515-4782  
630.434.5500

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**Fire Department  
Administration**

5420 Main St.  
Downers Grove, IL  
60515-4834  
630.434.5980

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**Police Department**

825 Burlington Ave.  
Downers Grove, IL  
60515-4783  
630.434.5600

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**Public Works**

5101 Walnut Ave.  
Downers Grove, IL  
60515-4046  
630.434.5460

Mr. Wiqar Khan  
Sher Akbar Corporation

*RE: Application for Class P-2 Liquor License  
7-Eleven #38976A  
6301 Main Street, Downers Grove, IL 60516*

Dear Mr. Khan:

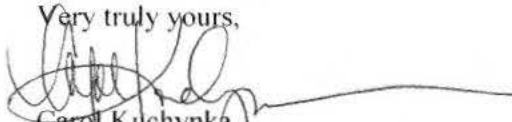
The Liquor Commission of the Village of Downers Grove will meet on Thursday, August 1, 2024, at 6:30 p.m. to consider applications for liquor licenses. This meeting will be held in the Downers Grove Fire Station #2 Training Room located at 5420 Main Street, Downers Grove. A public hearing will be held on your application as a part of this meeting.

I encourage you to attend this public hearing at which time you will have an opportunity to comment in support of your application. In addition, the Liquor Commission will be particularly interested in examining your liquor handling manual and in hearing about your floor plan and training procedures as they relate to the sale of alcoholic beverages.

You may withdraw your application at any time prior to the public hearing.

If you have any questions, please contact me at (630) 434-5542.

Very truly yours,



Carol Kuchynka  
Liaison to the Liquor Commission

VILLAGE OF DOWNERS GROVE



# VILLAGE OF DOWNERS GROVE, ILLINOIS

## APPLICATION FOR LIQUOR LICENSE

Date: 5-8-2024

Application is hereby made to the Local Liquor Commissioner of the Village of Downers Grove for issuance of a Class P-2 liquor license, pursuant to the ordinances of the Village and laws of the State of Illinois. In support of said application the following is submitted:

### 1. GENERAL INFORMATION

#### 1.1 Applicant:

Name: Sher Akbar Corporation

Phone: [REDACTED]

Address: [REDACTED]

#### 1.2 Status:

- ☐ Individual(s) or Sole Proprietorship  
☒ Corporation  
☐ Limited Liability Corporation  
☐ Partnership  
☐ Club  
☐ Other (explain) \_\_\_\_\_

#### 1.3 Liquor Manager:

Name: Wigar A. Khan

Phone: [REDACTED]

Address: [REDACTED]

Driver's License No. [REDACTED]

Social Sec. No. [REDACTED]

Date of Birth [REDACTED]

90

Place of Birth [REDACTED]

### 2. PREMISES

Doing Business As 7-Eleven #38976A

Phone: (708) 712-3271

Address: 6301 Main St. Downers Grove IL 60514

2.2 Does Applicant beneficially own the premises for which a license is sought? ☐ Yes ☒ No

a. If yes, Applicant must attach proof of ownership. (i.e. title policy)

b. If Applicant is not the beneficial owner of the premises, does Applicant have a lease thereon for the full period for which the license is to be issued? ☒ Yes ☐ No - If yes:

i. A copy of lease must be attached; and,

ii. Identify the owner or rental agent for the property:

Name: 6301 S. Main LLC

Phone: (773) 895-7355

Address: 226 N. Morgan St. Suite 300 Chicago IL 60607

2.3 Are the premises located within one hundred feet of any church, school, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval stations. ☐ Yes ☒ No

2.4 State the anticipated date of occupancy. Currently open - Change of operator

### 3. CORPORATION

This section must be completed by authorized agent of any corporate Applicant. If Applicant is a partnership, skip section 3 and go to section 4. If Applicant is neither a corporation nor a partnership, skip sections 3 and 4 and go to section 5.

- 3.1 Applicant was incorporated under the laws of the State of Illinois on the 26<sup>th</sup> day of January, A.D., 2024.
- 3.2 If Applicant was not incorporated under the laws of the State of Illinois, is Applicant a foreign corporation qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois? Yes ☒ No ☐
- 3.3 **Registered Agent:**  
Name: Wigar A. Khan Phone: [REDACTED]  
Address: [REDACTED]
- 3.4 Corporate Applicants must complete and attach DG LIQ-FORM 2/OFFICERS and DG LIQ-FORM 3/SHAREHOLDERS.

### 4. PARTNERSHIP/LIMITED LIABILITY CORPORATION

This section must be completed by authorized agent of any partnership or limited liability corporation Applicant. If Applicant is not a partnership or limited liability corporation, skip to Section 5.

- 4.1 Applicant was formed under the laws of the State of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_.
- 4.2 Is Applicant a limited partnership pursuant to the Illinois Revised Uniform Limited Partnership Act? Yes ☐ No ☐
- 4.3 If Applicant was not formed under the laws of the State of Illinois, is Applicant a foreign partnership qualified under the Illinois Uniform Partnership Act or the Illinois Uniform Limited Partnership Act, as now or hereafter amended, to transact business in the State of Illinois? Yes ☐ No ☐
- 4.4 **Registered Agent:** Not Applicable \_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4.5 **General Partner:** Not Applicable \_\_\_\_ (Note: if there is more than one general partner, include that general partner who is to be primarily responsible for operation of the licensed premises.)  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4.6 **Managing Partner:** Not Applicable \_\_\_\_ (Note: if there is more than one managing partner, include that managing partner who is to be primarily responsible for operation of the licensed premises.)  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4.7 Partnership Applicants must complete and attach DG LIQ-FORM 3/SHAREHOLDERS and DG LIQ-FORM 4/PARTNERSHIP/LIMITED LIABILITY CORPORATION.

### 5. SOLE PROPRIETORSHIP Skip to Section 6.

*NOTE: Pursuant to 235 ILCS 5/6-2 (1) Sole proprietor must be resident of the Village in which the premises covered by the license is located. Pursuant to 235 ILCS 5/6-2 (3) Sole proprietor must be a citizen of the United States.*



**6. QUALIFICATIONS (This section to be completed by all applicants.)**

- 6.1** Has any liquor license issued to the applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS, or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION ever been fined, revoked or suspended?

☒ No

☐ Yes

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: \_\_\_\_\_
- b. Date of revocation or suspension: \_\_\_\_\_
- c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_
- d. Additional explanatory information, if desired: \_\_\_\_\_

- 6.2** Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of violating any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or forfeited their bond for failure to appear in court to answer charges for any such violation?

☒ No

☐ Yes

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: \_\_\_\_\_
- b. Date of revocation or suspension: \_\_\_\_\_
- c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_
- d. Additional explanatory information, if desired: \_\_\_\_\_

- 6.3** Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of a felony under Federal or State law?

☒ No

☐ Yes

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: \_\_\_\_\_
- b. Date of revocation or suspension: \_\_\_\_\_
- c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_
- d. Additional explanatory information, if desired: \_\_\_\_\_



6.4 Is Applicant the beneficial owner of the business to be operated?

☒ Yes ☐ No

6.5 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been convicted of a gambling offense in violation of Sections 28-1(a)(3) through (a)(10), or Section 28-3, of the Illinois Criminal Code (ILL. REV. STAT., ch. 38), as heretofore or hereafter amended.

☒ No

☐ Yes

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

a. Jurisdiction revoking or suspending license: \_\_\_\_\_

b. Date of revocation or suspension: \_\_\_\_\_

c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_

d. Additional explanatory information, if desired: \_\_\_\_\_

6.6 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been issued a federal wagering stamp by the federal government for the current tax period? ☐ Yes ☒ No If yes, provide details:

6.7 Has a federal wagering stamp been issued by the federal government for the current tax period for the premises for which a license is sought? ☐ Yes ☒ No If yes, provide details:

6.8 Is applicant a citizen of the United States?

☒ Yes ☐ No ☐ Not Applicable - Applicant is a corporation or partnership

6.9 Is applicant a resident of Downers Grove?

☐ Yes ☒ No ☐ Not Applicable - Applicant is a corporation or partnership

## 7. SUBMITTALS

7.1 In addition to this application form the following are submitted as applicable:

- ☒ DG LIQ-FORM 1/Liquor Manager
- ☒ DG LIQ-FORM 2/Officers & Directors (for each Officer/Director, a Background Check Waiver form must be submitted)
- ☒ DG LIQ-FORM 3/Stockholders (for each Stockholder, a Background Check Waiver form must be submitted)
- ☒ DG LIQ-FORM 4/Partnership/Limited Liability Corporation (for each Partner, a Background Check Waiver form must be submitted)
- ☒ DG LIQ-FORM 5/Declaration
- ☒ DG LIQ-FORM 6/Outdoor Sales Application (If applicable)
- ☒ DG LIQ-FORM 7/Certifications
- ☐ Articles of Incorporation (If applicable)
- ☐ Proof of ownership of premises (i.e. title report)
- ☒ Lease-If premises not beneficially owned by Applicant (for the full period for which the license is to be issued)
- ☒ Floor Plan, as required for any premises to be licensed for sale of alcoholic liquor for consumption on the premises, drawn to scale, and with sufficient detail to depict types of seating, location of bars and other design features.
- ☒ Employee liquor handling training manual
- ☒ Application fee
- ☐ Certificate of Insurance
- ☐ Menu (If applicable)
- ☐ Reduced Menu -after regular menu hours (If applicable)

7.2 Applicant understands and agrees that additional information and material may be required during the processing of this application related to applicant's qualifications, the information provided herein, including attachments, and the class of license involved. Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial.

7.3 In the event Applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

### THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS APPLICATION, AND ALL ATTACHMENTS AND SUBMITTALS, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

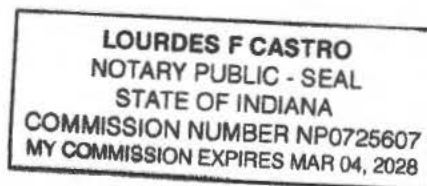
APPLICANT:

Sher Akbar Corporation  
Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: Wigor A. Khan  
Print Name

[Signature]  
Sign Name

TITLE: President/Owner



Subscribed and sworn to before me this 1st day of March, 2024

[Signature]  
Notary Public

**VILLAGE OF DOWNERS GROVE, ILLINOIS  
LIQUOR MANAGER APPLICATION**

1. Name of Liquor License Applicant/Holder: Sher Akber Corporation  
Doing Business As: 7-Eleven #38476A  
Address: 6301 Main St., Downers Grove  
Phone: [REDACTED] Liquor License Number: \_\_\_\_\_
2. Manager: Wizar Ahmad Khan Phone: [REDACTED]  
(First) (Middle) (Last)  
Residence Address: [REDACTED]  
(Street Address) (City) (State) (Zip)  
If less than one year, previous residence: [REDACTED]  
Citizenship: U.S.A If naturalized, date/place of naturalization: \_\_\_\_\_  
Date of Birth: [REDACTED] 90 Place of Birth: [REDACTED]  
Social Security # [REDACTED] Driver's License # and State: [REDACTED]  
Number of hours per week of employment (35 minimum) 40 hours
3. **Liquor Handling Experience**  
Name and address (city, state) of any other liquor establishment in which you have been employed, position held and dates of employment experience:  
N/A Arava Hospitality 1 year  
EMA Hotels 2 months currently employed  
Gulph Creek Hotels 2 1/2 years

I certify I have never been convicted of a felony, misdemeanor or licensing ordinance violation.

SIGNATURE OF MANAGER [Signature] Date 02/22/24

Return to: Liaison to the Liquor Commission  
VILLAGE OF DOWNERS GROVE  
801 Burlington Avenue  
Downers Grove, IL 60515



VILLAGE OF DOWNERS GROVE, ILLINOIS  
LIQUOR LICENSE APPLICATION  
CORPORATE OFFICERS AND DIRECTORS

Applicant: Sher Akbar Corporation

The following is a listing of all officers and directors of the Applicant corporation: (Note: include the persons full name, address and corporate title; use additional pages if necessary)

Applicant: Sher Akbar Corporation

By: [Signature]

Corporate Title: President

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

Name: Wigar A. Khan

Address: \_\_\_\_\_

Social Sec. # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date of Birth: \_\_\_\_\_ 90

Corporate Title: President/Secretary

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

N/A

(Attach completed Background Check Waiver)

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

Address: \_\_\_\_\_

Social Sec. # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Corporate Title: \_\_\_\_\_

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

\_\_\_\_\_

(Attach completed Background Check Waiver)

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

Address: \_\_\_\_\_

Social Sec. # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Corporate Title: \_\_\_\_\_

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

\_\_\_\_\_

(Attach completed Background Check Waiver)



VILLAGE OF DOWNERS GROVE, ILLINOIS  
LIQUOR LICENSE APPLICATION  
CORPORATE STOCKHOLDER

Applicant: Sher Akbar Corporation

The following is a listing of all shareholders owning in the aggregate more than five (5%) of the outstanding shares of any class of capital stock of the Applicant Corporation as of the date of application. This listing also identifies any shareholders owning twenty percent (20%) or more of the outstanding shares of any class of capital stock of the Applicant Corporation. (use additional pages if necessary)

Applicant: Sher Akbar Corporation

By: [Signature]

Corporate Title: President

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

Name: Wigar A. Khan

Address: [Redacted]

Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: 90

Percent of Stock Ownership: 100%

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

N/A

(Attach completed Background Check Waiver)

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

Address: \_\_\_\_\_

Social Sec. # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percent of Stock Ownership: \_\_\_\_\_

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

\_\_\_\_\_  
\_\_\_\_\_

(Attach completed Background Check Waiver)

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

Address: \_\_\_\_\_

Social Sec. # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percent of Stock Ownership: \_\_\_\_\_

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

\_\_\_\_\_  
\_\_\_\_\_

(Attach completed Background Check Waiver)



**VILLAGE OF DOWNERS GROVE, ILLINOIS  
BUSINESS ACTIVITY DECLARATION**

1. Name of Liquor License Applicant/Holder: Sher Akbar Corporation  
Doing Business As: 7-Eleven # 38976A  
Address: 6301 Main St. Downers Grove IL 60516  
Email (corporate): [REDACTED] Email (site): \_\_\_\_\_  
Phone: (630) 964-5559 License Class: P-2
2. Main or Principal Business to be conducted by the Applicant: Convenience store  
wherein the following is devoted to the sale/service of:  
\_\_\_\_\_ ( 60 %) Food \_\_\_\_\_ ( 10 %) Alcohol  
\_\_\_\_\_ ( 20 %) Non-alcoholic beverages tobacco/lottery ( 10 %) Other - List: \_\_\_\_\_

3.

HOURS	OPEN	CLOSE
Monday		
Tuesday	24 hours/	
Wednesday		
Thursday	7 days a week	
Friday		
Saturday		
Sunday		

THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS DECLARATION AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

APPLICANT:

Sher Akbar Corporation  
Name of Corporation/Partnership/LLC/Sole ProprietorshipBY: [Signature]NAME: Wigar A. KhanTITLE: President

Subscribed and sworn to be me this 1<sup>st</sup> day of  
March 2024  
[Signature]  
Notary Public

LOURDES F CASTRO  
NOTARY PUBLIC - SEAL  
STATE OF INDIANA  
COMMISSION NUMBER NP0725607  
MY COMMISSION EXPIRES MAR 04, 2028




**VILLAGE OF DOWNERS GROVE, ILLINOIS  
CERTIFIED EMPLOYEE DECLARATION**

I, Wigar A. Khan, DO HEREBY CERTIFY THAT I am the  
Print Name  
President/Secretary of Sher Akbar Corporation and I DO  
Corporate title/Position Corporation

HEREBY FURTHER CERTIFY THAT the attached document is a true, correct and complete  
list of current employees who serve, sell or distribute alcoholic liquor of 7-Eleven #38976A  
d/b/a  
located at 6301 Main Street, Downers Grove, Illinois.  
Business Address

I DO HEREBY FURTHER CERTIFY THAT the attached copies of training certificates are true,  
correct and valid copies of the training certifications for each of the employees.

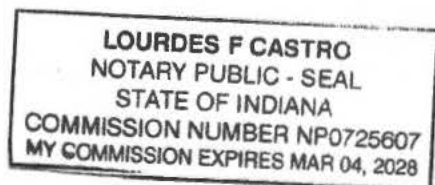
Date: March 1, 2024

  
Signature

Subscribed and sworn to before me this 1<sup>st</sup> day of March, 2024

  
Notary Public

Attachments:  
*Employee list*  
*Certifications*





# Certificate of Completion

This is to certify that

**Wiqar Khan**

has diligently and with merit completed

**On-Premise BASSET Alcohol Certification**

Completion Date: 05-06-2024

A handwritten signature in black ink, appearing to read 'John D. Comly', written over a horizontal line.

John Comly  
President, CEO and Director

Certificate # 16459294

225 East Robinson St Ste 570  
Orlando, FL 32801

# Certificate of Completion

*This acknowledges that*

**Wiqar Khan**

**HAS SUCCESSFULLY COMPLETED**

**Age Restricted Sales**

**[ eLearning course ]**

**Mar 13, 2024**

Certification expires on: Mar 13, 2025



MARKET/STORE # 0001913-38976A

You and we have executed this Agreement as of the last date set forth below.

**7-ELEVEN, INC.**

By Khashroom, Khaled N  
Assistant Secretary/Franchise Specialist  
Khaled N Khashroom  
Date Feb 10, 2024

Form # 4401652 04/23  
Uniform Agreement

7-Eleven Store No 0001913-38976A  
6301 MAIN ST  
Store Address

DOWNERS GROVE Illinois 60516  
City State Zip

**FRANCHISEE(S)**

SHER AKBAR CORPORATION

By <u>Wiqar Ahmad Khan</u> President, Secretary, Treasurer Wiqar Ahmad Khan Date Feb 10, 2024	By _____ Date _____
By _____ Date _____	By _____ Date _____



EXHIBIT A

STORE

**YOU ACCEPT THE STORE AS IS IN ITS CONDITION ON THE DATE OF THIS EXHIBIT, EXCEPT AS SPECIFICALLY NOTED ON THIS EXHIBIT**

This Exhibit is based on the information we have on the date of this Agreement. It is accurate to the best of our knowledge and belief. If you request, we agree to make a complete copy of any master lease or any documents recorded against the Store available to you. If you have any questions about this Exhibit or you would like a more complete explanation of any item, please contact the Market Manager.

**Store and Adjoining Property Lease Information:**

7-ELEVEN Store No. 0001913-38976A

Street 6301 MAIN ST

DOWNERS GROVE

City

Illinois

State

60516

Zip

☐ Plot Plan and Legal Description Attached

☐ Owned by us

☒ Leased by us

The term of our lease covering the real estate for the Store that is in effect on the Effective Date is scheduled to end on January 31, 2036, but the lease may end earlier. We have 3 option(s) to extend the lease, for a term of 5 years for each option. We have no obligation to renew or exercise any option to extend the lease. The Term of this Agreement will end on the Expiration Date.

STORE #38976  
6301 Main Street  
Downers Grove, Illinois

### THIRD AMENDMENT OF LEASE

THIS THIRD AMENDMENT OF LEASE (this "Third Amendment") is made and entered into as of the 25<sup>th</sup> day of March, 2020, by and between 6301 S. MAIN, LLC, an Illinois limited liability company ("Landlord"), and 7-ELEVEN, INC., a Texas corporation ("Tenant").

WHEREAS, Landlord (as successor-in-interest to Vequity LLC Series LX Downers Grove by assignment) and Tenant entered into that certain Freestanding Lease fully executed on May 15, 2019, as amended by that certain First Amendment of Lease dated December 30, 2019 and that certain Second Amendment of Lease dated August 19, 2020 (collectively, the "Lease"), providing for the lease of real property and improvements located at 6301 Main Street, Downers Grove, Illinois 60516 (the "Premises"), as more particularly described therein; and

WHEREAS, Landlord and Tenant desire to amend the Lease, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord hereby amend the Lease as follows:

1. The following shall be appended to the Lease as Section 51:

"51. PERCENTAGE OF MOTOR FUELS SALES. Notwithstanding any provision contained herein, Landlord may request in writing, no more than twice in any twelve (12) month period over the course of the first two (2) years of the Term, and for a period of two (2) years after any sale of the Premises, the percentage of unaudited total gross revenue from the sale of motor fuels and motor oil, and Tenant shall provide the same within thirty (30) days of Tenant's receipt of Landlord's request. In addition, for purposes of clarity, (a) in no event shall Tenant have any obligation to provide Landlord with any information regarding actual total dollar amounts with respect to sales at the Premises, including, without limitation, motor fuels and motor oil sales or total gross revenue, and (b) any information provided to Landlord pursuant to this paragraph shall be deemed Confidential Information."

All other terms and provisions of the Lease are ratified, shall remain unchanged and shall continue in full force and effect. Should any provisions of this Third Amendment conflict with the Lease, the provisions of this Third Amendment shall control.

All capitalized terms not otherwise defined herein shall have the same meaning given such terms in the Lease.



DATED effective as of the date set forth hereinabove.

**LANDLORD:**

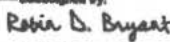

6301 S. MAIN, LLC,  
an Illinois limited liability company

By:   
Name: Christopher Hekis  
Title: Manager

**TENANT:**

7-ELEVEN, INC.,  
a Texas corporation

Attest:

Decertified by:  
  
By:   
Robin D. Bryant, Assistant Secretary

Decertified by:  
  
By:   
Grant Distel, Attorney-in-Fact

Store #38976

**SECOND AMENDMENT OF LEASE**

THIS SECOND AMENDMENT OF LEASE (this "Amendment"), is made as of the 19th day of August, 2020 by and between 6301 S. Main, LLC, an Illinois limited liability company, successor-in-interest to Vequity LLC Series LX Downers Grove, a Delaware series limited liability company (the "Landlord") and 7-Eleven, Inc., a Texas corporation (the "Tenant").

**WITNESSETH THAT:**

WHEREAS, Landlord and Tenant are parties to that certain Freestanding Lease fully executed on May 15, 2019, as amended by that certain First Amendment of Lease dated December 30, 2019 (collectively the "Lease"), with respect to the premises located at 6301 Main Street, Downers Grove, Illinois, as more fully described therein (the "Premises");

WHEREAS, Landlord previously exercised both of its two (2) additional periods to extend Landlord's Completion Date (as described in Article 23(c) of the Lease); and

WHEREAS, the parties desire to amend the Lease as set forth herein.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration each to the other paid, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **ADDITIONAL CONDITIONS PRECEDENT.** Article 23(b) of the Lease is hereby amended by extending Landlord's Completion Date to September 18, 2020. For purposes of clarity, Landlord shall have no further right to extend Landlord's Completion Date beyond September 18, 2020 pursuant to the terms of Article 23(c) of the Lease.

2. **RATIFICATION.** Except as modified by or where inconsistent with this Amendment, the Lease is hereby ratified and confirmed. Where inconsistent, the terms of this Amendment shall supersede and take precedence over the Lease. Capitalized terms used herein, but not otherwise defined, shall have the meanings attributed to such terms in the Lease. The Lease, as amended hereby, shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

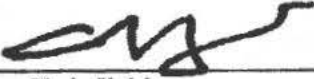
3. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument. This Amendment shall not be effective unless and until the same has been executed and delivered by all parties hereto whether in one or more counterparts. To facilitate execution of this Amendment, the parties may execute and exchange counterparts of signature pages by telephone facsimile or portable document format (.pdf).

*<Remainder of page intentionally left blank.>*

IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of the day and year first above written.

LANDLORD

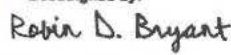
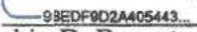
6301 S. MAIN, LLC, an Illinois limited liability company

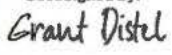

By:   
Name: Chris Ileakis  
Title: Manager

TENANT

7-ELEVEN, INC., a Texas corporation

Attest:

DocuSigned by:  
  
By:   
Robin D. Bryant, Assistant Secretary

DocuSigned by:  
  
By:   
Grant Distel, Attorney-in-Fact

**FIRST AMENDMENT OF LEASE**

THIS FIRST AMENDMENT OF LEASE (this "Amendment"), is made as of the 30<sup>th</sup> day of December, 2019 by and between Vequity LLC Series LX Downers Grove, a Delaware series limited liability company (the "Landlord") and 7-Eleven, Inc., a Texas corporation (the "Tenant").

**WITNESSETH THAT:**

WHEREAS, Landlord and Tenant have entered into that certain Freestanding Lease fully executed on May 15, 2019 (the "Lease"), with respect to the premises located at 6301 Main Street, Downers Grove, Illinois, as more fully described therein (the "Premises");

WHEREAS, the parties desire to amend the Lease as set forth herein.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration each to the other paid, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **ADDITIONAL CONDITIONS PRECEDENT**.

- (a) The second (2nd) sentence of Article 23(b) of the Lease is hereby revised by adding the phrase "subject to extension as provided below" such that the sentence reads in its entirety as follows:

"In the event that the Landlord Work Contingency shall not have been fulfilled or waived in writing by Tenant on or before that date which is one hundred fifty (150) days after Tenant has advised Landlord in writing of the satisfaction or waiver of the Initial Conditions Precedent set forth in Article 22 above (hereinafter referred to as the "Landlord's Completion Date"), subject to extension as provided below, Tenant shall have the rights and remedies set forth in the Construction Addendum."

- (b) The following new subsection (c) is hereby added to Article 23:

"(c) Landlord shall have the right to extend the Landlord's Completion Date by up to two (2) periods of thirty (30) days each by written notice to Tenant."

2. **RATIFICATION**. Except as modified by or where inconsistent with this Amendment, the Lease is hereby ratified and confirmed. Where inconsistent, the terms of this Amendment shall supersede and take precedence over the Lease. Capitalized terms used herein, but not otherwise defined, shall have the meanings attributed to such terms in the Lease. The Lease, as amended hereby, shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

3. **COUNTERPARTS**. This Amendment may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument. This Amendment shall not be effective unless and until the same has been executed and delivered by all parties hereto whether in one or more counterparts. To facilitate

execution of this Amendment, the parties may execute and exchange counterparts of signature pages by telephone facsimile or portable document format (.pdf).

*<Remainder of page intentionally left blank.>*



IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of the day and year first above written.

LANDLORD

VEQUITY LLC SERIES Downers Grove  
a Delaware series limited liability company

By: Vequity Manager LLC, Its Manager

By: 

Name: Chris Ileki  
Title: Manager

TENANT

7-ELEVEN, INC., a Texas corporation

Attest:

By:   
Assistant Secretary  
Robin D. Bryant

By:   
Name: Yoshihiro Hattano  
~~Vice President or~~  
Attorney-in-Fact



PROPERTY # 38976  
6301 Main Street  
Downers Grove, IL

## FREESTANDING LEASE

1. **PARTIES.** This Freestanding Lease (this "Lease") is between Vequity LLC Series LX Downers Grove, a Delaware series limited liability company (the "Landlord"), and 7-Eleven, Inc., a Texas corporation (the "Tenant").

2. **PREMISES.** Landlord grants and leases to Tenant and Tenant takes and leases from Landlord approximately 28,345 square feet of land, together with the building and improvements to be constructed thereon, (the "Premises"), as described in the attached Exhibit A and shown on the site plan attached as Exhibit B (the "Site Plan"), both of which are a part of this Lease. The building (the "Building") and improvements shown on the Site Plan shall be constructed, or altered by Landlord, in accordance with the Construction Addendum attached hereto and made a part hereof. The Building shall contain approximately 3,010 square feet of floor space. Landlord further grants to Tenant and its employees, suppliers, contractors, authorized representatives and invitees, the non-exclusive right to use any means of ingress and egress to property adjoining the Premises, to the extent Landlord has the right to grant such use.

3. **TERM.** (a) Unless sooner terminated or extended as herein provided, the term of this Lease shall be for fifteen (15) years (the "Term"). The Term shall commence on the first day of the first calendar month following the date (the "Rent Commencement Date") which is one hundred twenty (120) days after Landlord has received both (i) written notice of satisfaction or waiver of all conditions precedent under Article 22 and Article 23, and (ii) Tenant's acceptance of the Premises in the condition required under this Lease. The date that Landlord so delivers and Tenant accepts the Premises shall be referred to in this Lease as the "Delivery Date." Tenant shall notify Landlord in writing of Tenant's acceptance of the Premises or non-acceptance of the Premises and reasons therefor within three (3) business days after receipt of written notice of delivery of the Premises from Landlord. Landlord and Tenant each agree that upon the other's written request they will execute and deliver a commencement letter acknowledging the Delivery Date, the actual commencement date of the Term, the Rent Commencement Date and the expiration date of the Term (excluding any options to extend the term referenced below). Notwithstanding the date the Term commences, Tenant shall comply with all of the provisions in this Lease from and after the Delivery Date except for the payment of rent which shall commence on the Rent Commencement Date. In the event that Tenant is delayed in opening the Premises for business due to any act or omission of Landlord, its agents, contractors or employees, or as a result of any condition existing at the Premises as of the date of Landlord's delivery of the Premises to Tenant (a "Landlord Delay"), then the aforementioned one hundred twenty (120) day period shall be extended one (1) day for every day of Landlord Delay. In the event that any Landlord Delay continues for a period of more than ninety (90) consecutive days after written notice thereof to Landlord, subject to force majeure, then Tenant shall have the right to terminate this Lease upon written notice to Landlord. In the event that Tenant terminates this Lease, Landlord shall, within ten (10) days of receipt of Tenant's termination notice, reimburse Tenant for all actual, documented hard and soft costs incurred in connection with this Lease and the Premises including, without limitation, all costs associated with preparation of architectural and engineering plans, reports and studies and all reasonable legal fees.

(b) Landlord grants to Tenant three (3) successive options to extend the Term upon the same terms, covenants and conditions of this Lease, for any period of time up to but not exceeding five (5) years for each option (each, an "Extended Term"). If Tenant elects to exercise one or more options, Tenant shall notify Landlord at least one hundred fifty (150) days prior to the expiration of the Term or any Extended Term in effect at the time of the notice.

4. **RENT.** (a) Tenant agrees to pay Landlord rent in the monthly amount set forth in the table below for each and every month during the Term and any Extended Term, in advance on or before the fifth (5th) day of each month, unless abated or diminished as provided herein. Should the Rent Commencement Date occur on a day other than the first day of a calendar month, monthly rent shall be apportioned for that month only and shall be payable together with the monthly rent for the first full month of the Term. Rent may be paid, at Tenant's option, either (i) by check and sent by ordinary first class mail to Landlord at the address set forth in Article 31 below, or (ii) by ACH transfer to an account designated from time to time by Landlord in writing to Tenant. Landlord shall designate an account for ACH transfer promptly upon receipt of written request from Tenant and shall have the right to change such account upon notice to Tenant. In the event rent is not received within ten (10) days after Tenant receives written notice of nonpayment from Landlord, such delinquent rental amount shall thereafter bear interest at the prime rate charged by JPMorgan Chase (or a successor bank) from time to time plus two percent (2%) ("Interest Rate").

<u>Lease Year</u>	<u>Annual</u>	<u>Monthly</u>
1-5 (Initial Term)	\$2,111,111.11	\$175,925.93
6-10 (Initial Term)	\$2,111,111.11	\$175,925.93
11-15 (Initial Term)	\$2,111,111.11	\$175,925.93
16-20 (First Extended Term)	\$2,111,111.11	\$175,925.93
21-25 (Second Extended Term)	\$2,111,111.11	\$175,925.93
26-30 (Third Extended Term)	\$2,111,111.11	\$175,925.93

(b) The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive months beginning on the commencement of the Term as provided in Article 3, as to the first Lease Year, and any anniversary thereof as to subsequent Lease Years.

5. USE. The Premises may be used up to twenty-four (24) hours per day for the retail sale, rental or provision of merchandise and services customarily sold, rented or provided from time to time, at stores operated or franchised by Tenant or at supermarkets or grocery markets of any type and character operated within the supermarket or grocery industry as of the date of this Lease or in the future and including product lines, services and special features or departments included in such grocery markets or supermarkets, including but not limited to groceries, produce, sundries, meat, dairy, delicatessen, ready-to-eat, made to order, and take-out food products (including without limitation whole or partial pizza pies, and fried food, including without limitation chicken) for on or off-premise consumption, beer, wine and alcoholic beverages, gambling and other gaming activities, motor fuels and petroleum products, financial (including automated teller, banking wire transfer and check cashing services) and ticketing services, cellular devices and related products, phone cards, movies and video games, automotive products, donuts and other types of pastry products, cigarettes and other tobacco products, devices which simulate tobacco or other smoking, such as, for example, electronic cigarettes and vaporizers, magazines, lottery, money orders, pay telephones, air and water stations, propane and related equipment, all only to the extent permitted by law, or any other lawful purpose. Nothing herein shall require Tenant to continuously operate at the Premises.

6. UTILITIES. (a) Landlord shall provide water, gas, sewer, electric, telephone, cable utilities and either a T-1 line or fiber optics to the Premises in accordance with the Construction Addendum, including the payment of any connection, hookup fees or other municipal charges in connection therewith. Tenant agrees to pay all charges for all utilities used by Tenant on the Premises. Tenant will be responsible for assuring that all billing statements for all utilities will be mailed directly to Tenant for payment. In the event Landlord receives utility billing statements, Landlord shall immediately forward same to Tenant for payment and shall cooperate with Tenant to assure that such statements are thereafter sent directly to Tenant.

(b) If, due to any act or omission by Landlord, its agents, employees or contractors, any utility or other service to the Premises is interrupted for forty-eight (48) consecutive hours or more and, as a result thereof, Tenant is unable to continue its normal business operations in the Premises, all rent, additional rent and other charges payable hereunder shall be equitably reduced for the period during which such interruption exists taking into account all of the relevant facts and circumstances. In the event of any such interruption of any utility or other service to the Premises, Landlord shall use reasonable diligence to restore such service as soon as practicable.

7. TAXES. (a) Tenant agrees to pay all taxes levied upon its personal property, including trade fixtures and inventory, located on the Premises prior to delinquency. Unless Tenant is paying taxes and assessments directly to the taxing authority pursuant to Section 7(d) below, Tenant shall pay Landlord (or make check payable to the applicable taxing authority and deliver to Landlord) for all real estate taxes and assessments levied against the Premises and/or payable during the Term and any Extended Term within thirty (30) days of presentation to Tenant by Landlord of actual real estate tax statements or copies thereof issued by the taxing authority (which show the tax rate, assessed value, breakdowns of direct assessments and penalties, if applicable) and receipts or online evidence of payment thereof from the taxing jurisdiction(s) in which the Premises are located). If an assessment that is payable in periodic installments is levied on the Premises, Tenant shall (i) pay only those installments (or portions thereof) that are attributable to the Term, and (ii) be responsible to pay Landlord only for those periodic installments which would have been owed had Landlord elected the maximum time period permitted for payout of the installments. Tenant shall not be responsible for any assessments that are pending, levied, assessed, imposed or due and payable on the Premises for the period prior to the commencement of the Term, but Tenant will be responsible for the prorated share for the portion of the first calendar year that falls within the Term. Real estate taxes for the first and final year of the Term, and the final Extended Term, if applicable, shall be prorated between Landlord and Tenant based on the commencement and expiration of the Term or current Extended Term, if applicable. Tenant shall pay only the



lowest discounted amount and will not be required to pay any penalty, interest or cost resulting from Landlord's failure to pay such taxes and/or the delinquent payment of such taxes by Landlord. Notwithstanding the foregoing, Tenant acknowledges that real estate taxes in Illinois are payable in arrears and that taxes "attributable the Term" shall be determined on a payable basis and not an accrual basis, i.e., a portion of 2018 taxes payable in 2019 shall be paid by Tenant for the portion of 2019, if any, commencing on the Rent Commencement Date. By way of example, if 2018 taxes payable in 2019 are \$10,000 and the Rent Commencement Date is November 1, 2019, then Tenant shall pay  $61/365 \times 10,000$  or \$1,671.23 as its share of real estate taxes for 2019. Similarly, if the Term expires on October 31, 2034 and Tenant does not elect to extend the Term, the real estate taxes payable by Tenant for the portion of 2034 within the Term will be  $305/365$  of the 2033 taxes (which are payable in 2034), and Tenant will not be responsible to pay any portion of 2034 taxes (which are payable in 2035).

(b) All tax statements submitted by Landlord hereunder shall be sent to Tenant's office at P.O. Box 711, Dallas, Texas 75221-0711, to the attention of Tenant's Ad Valorem Tax Department.

(c) Unless Tenant is paying taxes and assessments directly to the taxing authority pursuant to Section 7(d) below, Tenant will not be liable for, and Landlord will forever forfeit all rights to recover, such taxes and assessments if presentation of statements and corresponding receipts evidencing payment thereof are not made to Tenant in the manner set forth above within twelve (12) months after the applicable date of delinquency.

(d) Landlord shall, if possible, direct the taxing jurisdiction(s) to send tax statement(s) directly to Tenant. Landlord shall promptly notify Tenant in writing when it has so directed such taxing jurisdiction(s), and provided that the taxing authorities send the tax statements directly to Tenant, Tenant shall pay all such taxes prior to delinquency and upon written request from Landlord Tenant shall promptly provide evidence of payment to Landlord. In the event Tenant is delinquent in the payment of real estate taxes on more than one (1) occasion, then Landlord may elect, by at least thirty (30) days' advance written notice, to require Tenant to pay Landlord on a monthly basis the reasonably estimated annual real estate taxes for the Premises and Landlord shall pay directly the annual real estate tax bills for the Premises. In such event, within thirty (30) days after the actual tax bill is received by Landlord, Landlord shall provide a copy to Tenant together with a statement reconciling such tax bill with the amounts paid by Tenant and stating the balance due or the surplus paid. In the event Tenant's monthly payments are not or will not be sufficient to pay the real estate tax bill, Tenant shall remit the balance due within thirty (30) days following Tenant's receipt of the reconciliation statement. In the event Tenant's monthly payments are or will be in excess of the actual tax bill due, Landlord shall provide Tenant with a credit of such sums overpaid toward the next annual tax bill payments by Tenant or, if Tenant so elects, pay Tenant the excess directly within thirty (30) days after delivery of the reconciliation statement.

(e) Landlord further agrees that Tenant, at Tenant's sole expense, may contest any taxes before any taxing jurisdiction or maintain any necessary legal action in reference to the taxes or for the recovery of any taxes paid. Landlord agrees, at no out-of-pocket cost or expense to Landlord, to execute any documents reasonably required by Tenant in connection with any such contest and upon Landlord's written request Tenant shall provide to Landlord copies of all documents submitted to the applicable authorities. Landlord agrees to provide Tenant with copies of all notices concerning the tax status of the Premises. Landlord agrees to promptly provide Tenant with copies of annual tax valuation assessments for the Premises so that Tenant may determine whether or not to contest the valuation or taxes assessed for the Premises.

(f) Prior to Premises Being Separate Tax Parcel. For any period in which the Premises is not a separate tax parcel with a separate tax parcel number, Tenant shall reimburse Landlord for all real estate taxes and assessments levied against the Premises after presentation to Tenant by Landlord of actual tax statements





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/16/2024

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

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

**PRODUCER**  
Marsh USA LLC  
IN CA, dba Marsh Risk & Insurance Services  
PO BOX 14404  
Des Moines, IA 50306-9686

CONTACT NAME: Marsh USA LLC

PHONE (A/C, No, Ext): 855-546-5361

FAX (A/C, No):

E-MAIL ADDRESS: 7-Eleven@marsh.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AIG Specialty Insurance Company

26883

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**  
SHER AKBAR COR-  
PORATION  
6301 MAIN ST DOWNERS  
GROVE IL 60516

Customer Number: 3303064

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Liquor Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			066690755	05/21/2024	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			066690755	05/21/2024	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

VILLAGE OF DOWNERS GROVE IS ADDITIONAL INSURED

See Additional Remarks Schedule (Acord 101)

**CERTIFICATE HOLDER**

THE VILLAGE OF DOWNERS  
GROVE  
801 BURLINGTON AVE  
DOWNERS GROVE IL 60516

**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

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SHER AKBAR CORPORATION D/B/A 7-Eleven #38976A  
6301 Main St., Downers Grove IL 60516

Attached you will find the following:

- Liquor Sales Hours pertaining to the Village of Downers Grove
- Fines pertaining to the Village of Downers Grove
- Acceptable Forms of id

In addition:

Although the store will be open 24 hours/ 7 days a week liquor sales will be limited to hours permitted by the Village (see allowable hours attached)

We plan on making each employee fully aware of the village's control buy program and the consequences of selling to a minor. They will be trained that sting operations happen on an ongoing basis and liquor sales to minors will not be tolerated.

Automatic termination will occur for any employee that sells liquor to a minor.

Second party sales will be refused and we will keep a watch outside the store and in the parking lot. A call will be placed to the Downers Grove Police Dept. if it looks like any such activity has occurred.

All policies and procedures will be reviewed with all employees on a regular basis.

Signage will be posted on all cooler doors and liquor shelves making the public aware of the hours of liquor sales for the village.

All employees will go through training for "Come of Age" certification which is a BASSETT State Certified program

All employees will be instructed that the only form of identification accepted will be a state issued driver's license or i.d. card. No tickets or school ids will be accepted. ALL id's will be scanned at the register and a sale will only be made after the id scans for age verification. No vertical id's will be accepted.

All id's will be scanned and over ride of scanning will be disabled

The store will not sell kegs, but will continue to sell single serve beer/wine with a limited product assortment.

Each employee will be instructed that loitering is not permitted and will be directed to call the Village of Downers Grove Police Department when it does occur

Quarterly employee meetings will be held to refresh training and policies

Daily pre-shift meetings will be held to remind employees of policies

## **7-Eleven Liquor Sales Allowable Hours**

7-Eleven will limit liquor sales to hours as designated by the Village of Downers Grove. Specifically:

Monday Through Thursday      8:00 a.m. to 1:00 a.m.

Friday and Saturday            8:00 a.m. to 2:00 a.m.

Sunday                                9:00 a.m.to 1:00 a.m.

Hours will be clearly posted for the public to see. During off-hours product will be secured, coolers locked.

## Downers Grove Fines and Fees

In the Village of Downers Grove, fines and fees associated with selling liquor to anyone under 21 years of age are set forth as follows:

- \$500.00 fine to clerk
- Up to \$15,000.00 in fines
- Up to \$1,000.00 in costs to conduct disciplinary hearing and suspension

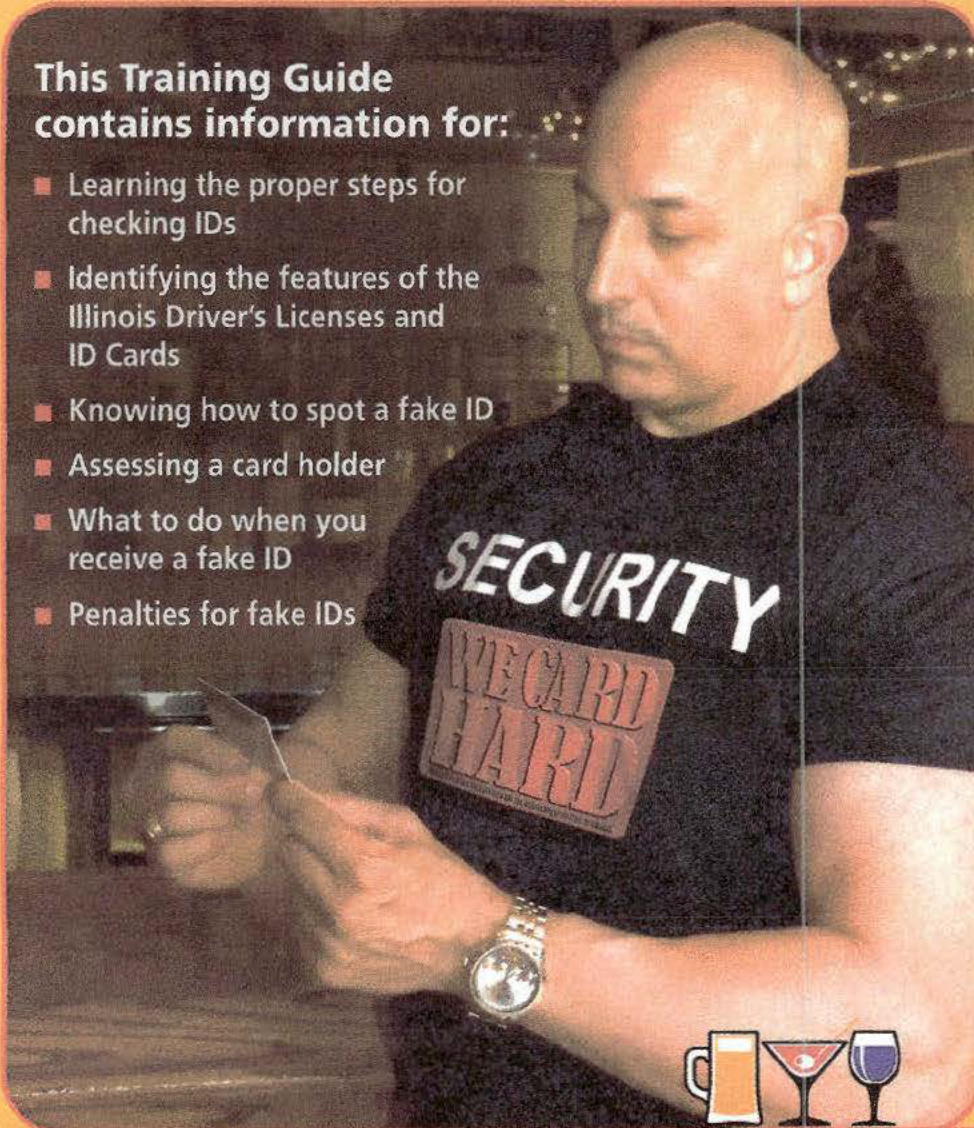


# THE PROPER WAY TO Check IDs

## *Training Guide*

**This Training Guide  
contains information for:**

- Learning the proper steps for checking IDs
- Identifying the features of the Illinois Driver's Licenses and ID Cards
- Knowing how to spot a fake ID
- Assessing a card holder
- What to do when you receive a fake ID
- Penalties for fake IDs



State of Illinois  
Illinois Liquor Control Commission

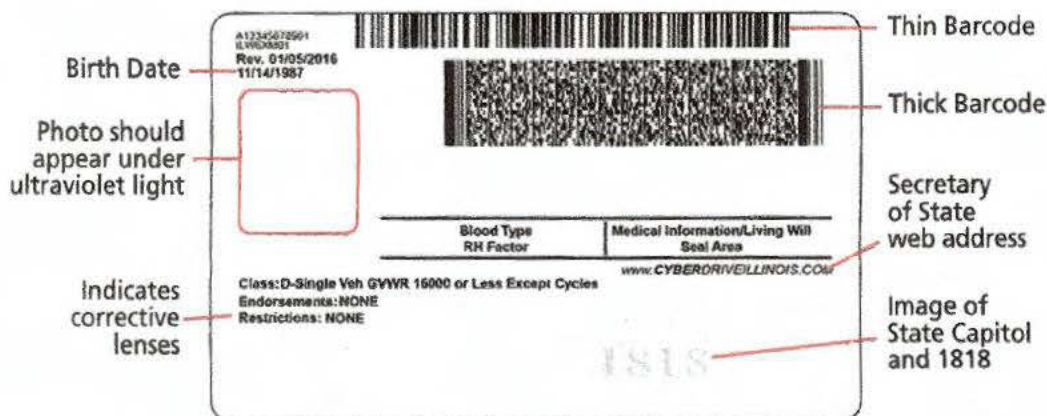
**BASSET**  
Beverage Alcohol Sellers & Servers  
Education and Training



## Proper steps for checking IDs

1. Politely greet the guest. (The initial encounter is an opportunity to evaluate the guest for intoxication or drug impairment).
2. Ask for their ID. (Ask them to take it out of their wallet and hand it to you).
3. Feel the card to check for any signs of tampering. (Feel the edges to see if the card is smooth and not peeling).
4. Hold the card up next to the person but in front and off to the side about eye level. (Do not invade their personal space).
5. Compare the picture to the person. (Observe the features that do not change: nose, ears, eyes and chin).
6. Check the information on the card. (Check for consistency of the numbers and letters, date of birth, expiration date, sex, height/weight and eye color).
7. Check the security features on the card. (Bar codes, holograms, lines and artistic patterns).
8. Check the back of the card. (Turn the card over to check the bar codes, disclaimers and other back features).

## Features of the Illinois Driver's Licenses & ID Cards



Illinois Driver's Licenses also have hologram security features on the front that are visible under ultraviolet light. The images are the Chicago Skyline over the left photo and the words "Land of Lincoln" below the drivers license number.



## How to spot a fake

- Know what to look for by learning the basic elements and hidden security features. *(Check the color, font size, and artistic patterns).*
- Compare the ID to a valid one. *(This is where you can compare the size, coloring, and lettering).*
- Run a finger over the card. *(Check for lamination tampering).*
- Use an ultraviolet light, flashlight, and an ID checking guide. *(These tools can highlight the features of the card).*
- Scan the barcode. *(The barcode gives information on the front of the card).*

## Assess the card holder

- Maintain eye contact with the card holder. *(Signs of presenting a fake ID include avoiding eye contact, having a nervous look, and heavier than normal breathing).*



**Hold the ID up next to and front of the person.**

- Look at facial expressions and body language. *(Pursing their lips or touching their face can be signs of lying).*
- If they are on their phone when asking for their ID, politely ask them to put their phone down so you can check their ID. *(Using a phone can be a distraction tactic).*
- If in doubt, ask to see their social media account *(Facebook, Twitter, Instagram, etc.)*.
- If unsure of the cardholder's identity ask for a secondary form of ID *(FOID Card, Concealed Carry Card, Passport, or work ID with a picture and name on it).*
- Keep a pen and pad of paper handy to compare signatures. *(Sometimes they may sign their real name instead of what is on the fake ID).*
- Ask the card holder questions and take note if they are hesitant when giving information. *(While holding the card, ask the person questions regarding information on the card. Ask their middle name or what year they graduated high school).*
- When carding a group, ask everyone to pull out their IDs and hand them to you at the same time. *(This can prevent an ID from being passed around. Also, if you feel you have a fake ID, you can ask someone in the group the cardholder's name).*

## What to do when you receive a fake ID

An establishment can set its own house rules when it comes to effective carding policies and practices. It is up to the individual establishment to confiscate fake IDs and turn them into the authorities. **Keep in mind the safety risk** if a guest threatens a staff member because they detected a fake ID. For the safety of the staff, **it is best to call the police.**



# Penalties for Fake IDs



It is illegal to use, obtain or possess a fake driver's license or identification card in the State of Illinois.

You can be convicted of a **CLASS A MISDEMEANOR** punishable by up to one year in jail and fines up to **\$2,500 FOR ANY OF THE FOLLOWING:**

- Lending a license or state ID to a friend or knowingly allowing someone (such as a younger sibling) to use it.
- Displaying or representing as one's own, any driver's license or ID card issued to another person.
- Possessing a fictitious driver's license or identification card ("*fictitious*" means a license containing untrue information produced by the Illinois Secretary of State or another state/federal government office).
- Possessing, transferring or providing any identification document, whether real or fictitious, for obtaining a fictitious ID card or driver's license.
- Altering or attempting to alter a driver's license or state ID.
- Any subsequent conviction of the above is a Class 4 felony.

You can be convicted of a **CLASS 4 FELONY** punishable by one to three years imprisonment and fines up to **\$25,000 FOR ANY OF THE FOLLOWING:**

- Possessing a fraudulent Illinois driver's license or ID card ("*fraudulent*" means a license or ID card produced by someone other than a government office).
- Possessing security equipment to reproduce a governmental issued identification card or driver's license.
- Advertising, distributing, manufacturing, or selling a fraudulent driver's license.
- Any subsequent conviction of the aforementioned is a Class 3 felony punishable by up to seven years in prison, fines of up to \$25,000, and loss of driving privileges.



