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Clinton T. Anderson LC -8J Addendum 3

| | | | | | | Method of |
|----------------|--------------|--|-----------------------|-------------|------------|-------------|
| <u>Address</u> | <u>Unit#</u> | Tenant Name | Lease Terms | Lease Start | Lease End | <u>Pymt</u> |
| 114 N 4th St | | Kevin Gaffney | 1 year | 7/1/2006 | 7/1/2007 | |
| 114 N 4th St | Α | David Erickson | 1 year | 2/6/2008 | 2/6/2009 | |
| 114 N 4th St | Α | Rodney Abraham | 6 months | 5/7/2010 | | |
| 114 N 4th St | В | Lawrence Fajardo | 1 year | 2/6/2008 | 2/6/2009 | ACH |
| 114 N 4th St | В | Jack Gibson | 6 months | 5/24/2010 | | |
| 114 N 4th St | С | Bari Root | 1 year | 2/7/2008 | | |
| 114 N 4th St | С | Steve Mockovak | 6 months | 4/9/2010 | | |
| 114 N 4th St | D | Frank Lutz | 1 year | 2/6/2008 | 2/6/2009 | |
| 114 N 4th St | D | Tom Stawicki | 6 months | 5/25/2010 | | |
| 114 N 4th St | | Andy Overshiner | | 2/19/2010 | | |
| 120 N 4th St | Α | Michael Bost | 1 year | 5/1/2007 | 4/30/2008 | |
| 120 N 4th St | В | John Faivre | 1 year | 11/1/2006 | 11/1/2007 | |
| 120 N 4th St | ₿ | Brian Root | 1 year | 4/15/2009 | | |
| 120 N 4th St | В | Harlin Kinney | 6 months | 5/1/2009 | | |
| 203 N 5th St | В | Chandra Klem | 1 year | 5/21/2010 | | |
| 203 N 5th St | В | Christine Heath | 1 year | 5/21/2010 | | |
| 221 S 3rd St | Α | Therese Kelleghan | 1 year | 8/1/2007 | 8/1/2008 | |
| 221 S 3rd St | Α | Lawrence Kieta | 6 months | 12/11/2009 | 6/11/2010 | ACH |
| 221 S 3rd St | Α | Lawrence Kieta | 6 months | 4/16/2010 | 10/16/2010 | ACH |
| 221 S 3rd St | В | Sergio De La Cruz | 1 year | 1/16/2008 | 1/16/2009 | ACH |
| 221 S 3rd St | В | Clifford Hime | 6 months | 4/1/2009 | | ACH |
| 221 S 3rd St | С | Timothy White | 1 year | 10/27/2007 | 10/27/2008 | |
| 221 S 3rd St | D | Michael Preissig | 1 year | 9/5/2007 | 9/5/2008 | |
| 221 S 3rd St | D | Andy Overshiner | 6 months | 6/12/2009 | 12/12/2009 | |
| 221 S 3rd St | D | John Spencer | 6 months | 2/26/2010 | 8/26/2010 | ACH |
| 221 S 3rd St | | Kenneth Boelcke | 1 year | 4/19/2009 | 4/19/2010 | ACH |
| 219 N 4th St | Lower | Jorge & Ashley Urdaneta | 1 year | 7/1/2007 | 7/1/2008 | |
| 219 N 4th St | Lower | Janet Gaytan | 1 year | 3/1/2008 | | ACH |
| 219 N 4th St | Upper | Nick Bugliarello | 1 year | 2/1/2008 | 2/1/2009 | |
| 219 N 4th St | Rear | Lenars Simmons | 1 year | 12/4/2008 | 12/4/2009 | ACH |
| 219 N 4th St | Rear | Taylor Gayton | 1 year | 8/15/2009 | | |
| 221 N 4th St | Lower | Michelle Bickler | 60 day written notice | 8/1/2009 | | |
| 221 N 4th St | Lower | Michelle Bickler | 60 day written notice | 8/1/2010 | | |
| 221 N 4th St | Upper | Philip Oakley (guarantor) Eric Oakley, Tessa Oakley | 1 year | 4/15/2007 | 6/1/2008 | |
| 221 N 4th St | Upper | Andrew Lambrecht | 1 year | 2/7/2008 | 2/7/2009 | |

Clinton T. Anderson LC -8J Addendum 3

| | | | | | | Method of |
|----------------|-------|-----------------|---------------------------------------|--------------------|-----------|-------------|
| <u>Address</u> | Unit# | Tenant Name | <u>Lease Terms</u> | <u>Lease Start</u> | Lease End | <u>Pymt</u> |
| | | | · · · · · · · · · · · · · · · · · · · | | | |
| 223 N 4th St | Lower | Steve Dyon | 1 year | 9/15/2007 | 9/15/2008 | |
| 223 14 4111 31 | LOWEI | Steve byon | r year | 3/13/2007 | 3/13/2008 | |
| | | | | | | |
| 302 State St | Α | Jeff Watson | 1 year | 11/1/2006 | 11/1/2007 | |
| 302 State St | В | Erin Emeritz | 1 year | 5/1/2005 | 4/30/2006 | |
| 302 State St | В | Lucas Gerler | 1 year | 5/24/2006 | 6/1/2007 | |
| 302 State St | ₿ | Michael Kanak | 1 year | 1/1/2007 | 1/1/2008 | |
| 302 State St | В | Tina Amelio | 1 year | 8/1/2009 | 8/1/2010 | |
| | | | | | | |
| 312 State St | Α | Mike Kies | 6 months | 12/1/2006 | 5/31/2007 | |
| 312 State St | В | | | 9/13/2005 | 9/13/2007 | |
| | _ | Jerry Jones | 2 years | 9/13/2005 | 9/10/2007 | |
| 312 State St | В | Jerry Jones | 1 year | 9/10/2006 | 9/10/2007 | |
| | | | | | | |
| 514 E State St | В | Andy Overshiner | 1 year | 4/1/2010 | | |
| 514 E State St | D | Matt Dingfield | 6 months | 7/29/2009 | 1/29/2010 | |
| 514 E State St | F | David Grohe | 6 months | 7/3/2009 | 1/3/2010 | |
| 514 E State St | | Justin Patzer | 6 months | 6/5/2009 | 12/5/2009 | |
| | | • | | | | |
| 516 E State St | В | Michael Jett | 6 months | 8/13/2010 | | |
| 516 E State St | С | Matt Dingfield | 6 months | 4/2/2010 | | |
| 516 E State St | D | Misha Steves | 6 months | 6/1/2009 | 12/1/2009 | |
| | | | | | | |

BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 5

In the Matter of:

Clinton Anderson CTA Properties 333 N. Randal Road St. Charles, Illinois 60174

AFFIDAVIT RESPONDING TO THE REQUEST FOR INFORMATION

I, the undersigned affiant, first being duly sworn, upon an oath, depose and say:

- 1. Attached hereto are 222 pages of photocopies of documents or records. The attached pages are true and correct copies of documents which I presently have in my custody and/or control as an owner of the target housing, the address/addresses of which is/are (See Addendum | See list)
- 2. I am one of the custodians of the records of which the attached pages are true, correct, and accurate copies. Those documents have been requested by EPA and are being produced along with this affidavit in response to the Information Request Letter.
- 3. I have made a diligent search and inquiry for all records which are reasonably described in the Information Request Letter to which this affidavit responds. I have not found or located, and I have not been told about, and I have no knowledge of, any documents or records coming within the descriptions set forth in the said Information Request Letter which have not been copied and submitted along with this affidavit.
- 4. All responses to the inquiries contained in the aforementioned information request are true, complete and accurate. I acknowledge that this affidavit is submitted to the United States in connection with a matter within the jurisdiction of EPA and that any material false statement of fact herein may be a federal crime under 18 United States Code § 1001.

| Date: 9 | 22 | 2010 | Sign: Cot Ades |
|------------|------------|---------|---------------------------|
| Print Name | : <u>C</u> | CIMIDIN | たいDerga J Office or Title |

In the Matter of:

Clinton Anderson CTA Properties 333 N. Randal Road St. Charles, Illinois 60174

SWORN AND SUBSCRIBED TO before me, the undersigned Notary Public on this $2\frac{n}{2}$ day of

September 2010.

Todd E Wallace
Notary Public, State of Illinois
Commission Expires 11/26/2011

Notary Public in and for the State or Territory

of <u>Illinois</u> residing at 522 W. Main St., Swite B, St. Charlet, 11 60174

kyc

Clinton Anderson
Residential Rental Agreement
Upper N. 4th St., St. Charles, IL

Nick Bugliarello 219 Upper N. 4th 1-31-08 Start 2-1-08 No term

Tenant (s) attached to this Rental Agreement acknowledge that this is a one year tenancy, Tenant (s) agree to let Landlord know if the lease will be renewed/ or not no less than 60 days before the end of the lease. Further, Tenant (s) agrees to the following rules, and failure to abide by said rules and reasonable rules promulgated in the future shall be considered a breach of the Rental Agreement.

- 1. Each of the Tenant (s) is both jointly and separately liable for the rent payments under the terms of this lease.
- 2. Monthly rental is due on or before the first of each month. Tenant (s) agrees to pay a \$30.00 late charge for rents received after the fifth (5th) of each month, it being agreed and understood that the rent shall be due and payable on or before the first of each month. Further, Tenant (s) agrees to pay an additional \$30.00 for each seven (7) days the full amount of the rent has not been paid.
- 3. Monthly rent increases by 5% (five percent) every annual renewal.
- 4. All rents shall be paid in an auto debit from their checking account by STC Capital Bank, payable to **ACPC**, **llc** and withdrawn on the 1st of the month. If any payment (check or money order) is returned for any reason to the Landlord, unpaid, the Tenant (s) shall pay the Landlord a \$30.00 return check fee for each time the check is returned.
- 5. If the Landlord shall at any time deem the tenancy of the Tenant (s) undesirable by reason of objectionable or improper conduct on the part of the Tenant (s), a family member, or visitors thereto, causing annoyance, to other Tenant (s) on the property, then the Landlord shall have the right to terminate this lease by giving the Tenant (s) a written notice to QUIT and VACATE the premises.
- 6. A security deposit of \$ 695.00 has been paid prior to the time of occupancy of the apartment. Security Deposit will not be used as last month rent payment.
 - A. The security deposit will be returned if:
 - 1) This lease remains in full affect for its full term and Tenant (s) provides the Landlord with sixty (60) days written notice before lease end of the Tenant (s) 's intention to move.
 - 2) Tenant (s) pays their outstanding utility bills.
 - 3) Tenant (s) leaves apartment clean and sightly.
 - 4) The lease is cancelled because the apartment is damaged and the Landlord decides not to repair it or if the building is condemned under the eminent domain laws.
 - B. The security deposit will be retained by Landlord if:
 - 1) Tenant (s) moves out before lease is finished.

- 2) The lease is canceled because Tenant (s) has failed to observe the terms and regulations of the lease.
- 3) Tenant (s) does not leave the premises in good condition regardless of how or when the lease ends or is cancelled.

- 7. All permitted alterations, additions and fixtures shall remain as part of the apartment unless the Landlord agrees otherwise in writing.
- 8. The lease can be changed in writing only, signed by both parties.
- 9. Tenant (s) agrees to follow the parking restrictions of the Landlord. These restrictions can change from time to time. At lease signing, Tenant (s) may park two cars on the West side of the driveway. Care is to be taken to be on only West Side and not block the other tenant. From time to time the Landlord may request cars to be moved for access to the garage. Also see point 30.
- 10. It is agreed and understood that the apartment is rented to the person or persons signing the rental agreement, listed as follows:

| Nick | BUGLIARELLO | |
|------|-------------|------|
| | | |
| | | |

- 11. Tenant (s) agrees to pay Electric Utilities and Additional Services, for 221 Upper N. 4th St., St. Charles, IL. Gas and Water is included in the lease. Trash, not a Utility, shall be placed on the curb on pickup day in City of St. Charles in approved containers (orange bags) which can be purchased at local stores.
- 12. Tenant (s) will keep the common areas clean of their trash.
- 13. Tenant (s) will permit Landlord to have free access, with reasonable notice, to the premises to examine and/or repair or alter the premises as the Landlord sees fit.

- 14. **Repairs of less than \$75** are to be taken care of by the Tenant (s). Landlord may repair any damage caused by the Tenant (s) and charge the cost to the Tenant (s) as additional rent (this would not affect the security deposit).
- 15. Tenant (s) shall keep noise and electronic sound so as not to disturb neighbors.
- 16. Tenant (s) shall secure, at their cost, necessary and proper insurance for all of the Tenant (s) 's possessions and contents in the premises. Further, in the event of loss or injury to Tenant (s) 's possessions and contents, Tenant (s) shall hereby release the Landlord of any liability or obligation.
- 17. Tenant (s) is responsible for furnishing and installing curtains and/or drapes. The material facing the windows shall be of a white or off-white color.
- 18. The use of any gas or charcoal barbecue grill is permitted in the parking area only.
- 19. Entryways, stairways and landings shall be kept clear of bicycles, carriages, footwear or other articles at all times.
- 20. Tenant (s) shall furnish light bulbs, fluorescent tubes and starters for fluorescent lights.
- 21. Tenant (s) shall keep their entryway and walkway free of snow & ice.
- 22. Only artificial Christmas trees are permitted in the apartment.
- 23. The Tenant (s) must "balance out" the Utilities before moving out. If the Landlord is owed a balance after the Tenant moves out, the balance will be deducted from the security deposit.
- 24. There shall be no hanging out of the windows of the apartment by the Tenant (s) or the hanging of other items out of the windows, including, but not limited to laundry. There shall be no displaying of anything obscene or distasteful in the windows of the apartment.
- 25. Tenant (s) shall not use or store liquid filled bedding (Water Beds) or furniture.
- 26. Tenant (s) shall not pour fat down drains or use crystal drain de-cloggers.
- 27. Tenant (s) or guests shall NEVER allow smoking in the apartment or on the Property.
- 28. No interior alterations, wallpapering, painting or decorating may be done to the apartment, nor installation of any additional major appliance such as washers, dryers, freezers, etc. without the written consent of the Landlord.
- 29. The Tenant (s) shall never park vehicles or other equipment on the lawn. The parking of trucks or motorcycles are at the Landlord's discretion. The parking of boats and/or trailers is not permitted. Major vehicle repairs and junked or abandoned vehicles are not permitted. The storage of vehicles is not permitted.

- 30. The Tenant (s) shall not install a new lock, knocker or peephole, or other attachment on any door of the apartment without the written consent of the Landlord. The Tenant (s) may rekey the locks on the apartment at the Tenant (s) own expense as long as the Landlord receives three (3) working copies at no charge.
- 31. No additional fans or air conditioners are to be installed within window frames without the consent of the Landlord. 221 N. 4th St. has a shared heating system. The Tenant in 219A must keep the thermostat at a "reasonable" setting at all times.
- 32. There is no storage of items in the basement that can't get wet. The basement leaks.

Prorated rent is \$22.85 per day, move in 2/1/08 665 75 675 The monthly rent starting 02/01/08 is \$695.00 per month includes gas and water. The Security Deposit is \$695.00

The Credit Check fee is N/A.

NO PETS / NO SMOKING on the property

Tenant (s) states that all of the foregoing information is true and correct to the best of his/her knowledge. Tenant (s) further agrees to abide by all apartment rules attached hereto and made a part hereof and those reasonable rules promulgated in the future. In the event any of the rent agreement information given by Tenant (s) is found to be untrue or any apartment rules are breached, then it is agreed by all parties that the Lease Agreement shall be considered in breach and the Landlord shall have a right to terminate this one year lease immediately without notice and to apply the security deposit to any unpaid rent, damages or rental for the apartment until the same is re-rented.

IMPORTANT: ALL EXPENSES INCURRED BY ACPC, LLC TO ENFORCE THE CONVENANTS AND AGREEMENTS OF THIS CONTRACT AND/OR TO REMOVE A TENANT (S) FOR ANY REASON WILL BE PAID BY THE TENANT – THIS INCLUDES, BUT NOT LIMITED TO, LEGAL FEES AND ANY OTHER COSTS.

Dated this 3 1st day of JANUARY 2008

| NICK BUGLIARE | LiO | |
|-------------------|-----------------------|-----------------------------|
| Tenant Name | Print | Tenant Signature |
| Tenant Name | Print | Tenant Signature |
| Landlord or Agent | Tow Awderson Print | Landlord or Agent Signature |

Andrew Lambrecht 221 Upper N. 4th 2-7-08

ACPC, lle 🛝 221 Upper N. 4th St., St. Charles, IL Start 2-1-08

No term lend

Tenant (s) attached to this Rental Agreement acknowledge that this is a one year tenancy, Tenant (s) agree to let Landlord know if the lease will be renewed/ or not no less than 60 days before the end of the lease. Further, Tenant (s) agrees to the following rules, and failure to abide by said rules and reasonable rules promulgated in the future shall be considered a breach of the Rental Agreement.

- 1. Each of the Tenant (s) is both jointly and separately liable for the rent payments under the terms of this lease.
- Monthly rental is due on or before the first of each month. Tenant (s) agrees to pay a \$30.00 2. late charge for rents received after the fifth (5th) of each month, it being agreed and understood that the rent shall be due and payable on or before the first of each month. Further, Tenant (s) agrees to pay an additional \$30.00 for each seven (7) days the full amount of the rent has not been paid.
- 3. Monthly rent increases by 5% (five percent) every annual renewal.
- 4. All rents shall be paid in an auto debit from their checking account by STC Capital Bank, payable to ACPC, llc and withdrawn on the 1st of the month. If any payment (check or money order) is returned for any reason to the Landlord, unpaid, the Tenant (s) shall pay the Landlord a \$30.00 return check fee for each time the check is returned.
- If the Landlord shall at any time deem the tenancy of the Tenant (s) undesirable by reason of 5. objectionable or improper conduct on the part of the Tenant (s), a family member, or visitors thereto, causing annoyance, to other Tenant (s) on the property, then the Landlord shall have the right to terminate this lease by giving the Tenant (s) a written notice to QUIT and VACATE the premises.
- A security deposit of \$ 665.00 has been paid prior to the time of occupancy of the apartment. 6. Security Deposit will not be used as last month rent payment.
 - A. The security deposit will be returned if:
 - 1) This lease remains in full affect for its full term and Tenant (s) provides the Landlord with sixty (60) days written notice before lease end of the Tenant (s) 's intention to move.
 - 2) Tenant (s) pays their outstanding utility bills.
 - 3) Tenant (s) leaves apartment clean and sightly.
 - 4) The lease is cancelled because the apartment is damaged and the Landlord decides not to repair it or if the building is condemned under the eminent domain laws.
 - B. The security deposit will be retained by Landlord if:
 - 1) Tenant (s) moves out before lease is finished.

- 2) The lease is canceled because Tenant (s) has failed to observe the terms and regulations of the lease.
- 3) Tenant (s) does not leave the premises in good condition regardless of how or when the lease ends or is cancelled.

- 7. All permitted alterations, additions and fixtures shall remain as part of the apartment unless the Landlord agrees otherwise in writing.
- 8. The lease can be changed in writing only, signed by both parties.
- 9. Tenant (s) agrees to follow the parking restrictions of the Landlord. These restrictions can change from time to time.
- 10. It is agreed and understood that the apartment is rented to the person or persons signing the rental agreement, listed as follows:

| ANDREW | LAMBRETHT |
|--------|-----------|
| | |
| | |

- 11. Tenant (s) agrees to pay Electric Utilities and Additional Services, for 221 Upper N. 4th St., St. Charles, IL. Gas and Water is included in the lease. Trash, not a Utility, shall be placed on the curb on pickup day in City of St. Charles in approved containers (orange bags) which can be purchased at local stores.
- 12. Tenant (s) will keep the common areas clean of their trash.
- 13. Tenant (s) will permit Landlord to have free access, with reasonable notice, to the premises to examine and/or repair or alter the premises as the Landlord sees fit.
- 14. **Repairs of less than \$75** are to be taken care of by the Tenant (s). Landlord may repair any damage caused by the Tenant (s) and charge the cost to the Tenant (s) as additional rent (this would not affect the security deposit).

- 15. Tenant (s) shall keep noise and electronic sound so as not to disturb neighbors.
- 16. Tenant (s) shall secure, at their cost, necessary and proper insurance for all of the Tenant (s) 's possessions and contents in the premises. Further, in the event of loss or injury to Tenant (s) 's possessions and contents, Tenant (s) shall hereby release the Landlord of any liability or obligation.
- 17. Tenant (s) is responsible for furnishing and installing curtains and/or drapes. The material facing the windows shall be of a white or off-white color.
- 18. The use of any gas or charcoal barbecue grill is permitted in the parking area only.
- 19. Entryways, stairways and landings shall be kept clear of bicycles, carriages, footwear or other articles at all times.
- 20. Tenant (s) shall furnish light bulbs, fluorescent tubes and starters for fluorescent lights.
- 21. Tenant (s) shall keep their entryway and walkway free of snow & ice.
- 22. Only artificial Christmas trees are permitted in the apartment.
- 23. The Tenant (s) must "balance out" the Utilities before moving out. If the Landlord is owed a balance after the Tenant moves out, the balance will be deducted from the security deposit.
- 24. There shall be no hanging out of the windows of the apartment by the Tenant (s) or the hanging of other items out of the windows, including, but not limited to laundry. There shall be no displaying of anything obscene or distasteful in the windows of the apartment.
- 25. Tenant (s) shall not use or store liquid filled bedding (Water Beds) or furniture.
- 26. Tenant (s) shall not pour fat down drains or use crystal drain de-cloggers.
- 27. Tenant (s) or guests shall NEVER allow smoking in the apartment or on the Property.
- 28. No interior alterations, wallpapering, painting or decorating may be done to the apartment, nor installation of any additional major appliance such as washers, dryers, freezers, etc. without the written consent of the Landlord.
- 29. The Tenant (s) shall never park vehicles or other equipment on the lawn. The parking of trucks or motorcycles are at the Landlord's discretion. The parking of boats and/or trailers is not permitted. Major vehicle repairs and junked or abandoned vehicles are not permitted. The storage of vehicles is not permitted.
- 30. The Tenant (s) shall not install a new lock, knocker or peephole, or other attachment on any door of the apartment without the written consent of the Landlord. The Tenant (s) may rekey the locks on the apartment at the Tenant (s) own expense as long as the Landlord receives three (3) working copies at no charge.

- No additional fans or air conditioners are to be installed within window frames without the 31. consent of the Landlord. 221 N. 4th St. has a shared heating system. The Tenant in 221 lower must keep the thermostat at a "reasonable" setting at all times.
- 32. There is no storage of items in the basement that can't get wet. The basement leaks.

Prorated rent is \$21.86 per day, move in 2/7/08

The monthly rent starting 02/01/08 is \$665.00 per month includes gas and water.

The Security Deposit is \$ 665.00 8437 FOR FOR

The Credit Check fee is N/A.

NO PETS / NO SMOKING on the property

Tenant (s) states that all of the foregoing information is true and correct to the best of his/her knowledge. Tenant (s) further agrees to abide by all apartment rules attached hereto and made a part hereof and those reasonable rules promulgated in the future. In the event any of the rent agreement information given by Tenant (s) is found to be untrue or any apartment rules are breached, then it is agreed by all parties that the Lease Agreement shall be considered in breach and the Landlord shall have a right to terminate this one year lease immediately without notice and to apply the security deposit to any unpaid rent, damages or rental for the apartment until the same is re-rented.

IMPORTANT: ALL EXPENSES INCURRED BY ACPC, LLC TO ENFORCE THE CONVENANTS AND AGREEMENTS OF THIS CONTRACT AND/OR TO REMOVE A TENANT (S) FOR ANY REASON WILL BE PAID BY THE TENANT - THIS INCLUDES, BUT NOT LIMITED TO, LEGAL FEES AND ANY OTHER COSTS.

| Dated this 7 | day of TEB | 20 <u>~</u> & | • |
|----------------|--------------|---------------|-----------------------------|
| Anonew | C. LAMBREUTT | | ay l |
| Tenant Name | Print | | Tenant Signature |
| | | | |
| Tenant Name | Print | | Tenant Signature |
| Chron | AU-DEPSOU | | Clat Aden |
| Landlord or Ag | ent Print | • | Landlord or Agent Signature |

Residential Rental Agreement 2-19-08 219 Lower N. 4th St., St. Charles, IL State 3-1-08

Janet Gaytan 219 Lower N. 4th 2-19-08 Start 3-1-08 No term lend

Tenant (s) attached to this Rental Agreement acknowledge that this is a one year tenancy, Tenant (s) agree to let Landlord know if the lease will be renewed/ or not no less than 60 days before the end of the lease. Further, Tenant (s) agrees to the following rules, and failure to abide by said rules and reasonable rules promulgated in the future shall be considered a breach of the Rental Agreement.

- 1. Each of the Tenant (s) is both jointly and separately liable for the rent payments under the terms of this lease.
- 2. Monthly rental is due on or before the first of each month. Tenant (s) agrees to pay a \$30.00 late charge for rents received after the fifth (5th) of each month, it being agreed and understood that the rent shall be due and payable on or before the first of each month. Further, Tenant (s) agrees to pay an additional \$30.00 for each seven (7) days the full amount of the rent has not been paid.
- 3. Monthly rent increases by 5% (five percent) every annual renewal.
- 4. All rents shall be paid in an auto debit from their checking account by STC Capital Bank, payable to **ACPC**, **llc** and withdrawn on the 1st of the month. If any payment (check or money order) is returned for any reason to the Landlord, unpaid, the Tenant (s) shall pay the Landlord a \$30.00 return check fee for each time the check is returned.
- 5. If the Landlord shall at any time deem the tenancy of the Tenant (s) undesirable by reason of objectionable or improper conduct on the part of the Tenant (s), a family member, or visitors thereto, causing annoyance, to other Tenant (s) on the property, then the Landlord shall have the right to terminate this lease by giving the Tenant (s) a written notice to QUIT and VACATE the premises.
- 6. A security deposit of \$ 995.00 has been paid prior to the time of occupancy of the apartment. Security Deposit will not be used as last month rent payment.
 - A. The security deposit will be returned if:
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 - 2) Tenant (s) pays their outstanding utility bills.
 - 3) Tenant (s) leaves apartment clean and sightly.
 - 4) The lease is cancelled because the apartment is damaged and the Landlord decides not to repair it or if the building is condemned under the eminent domain laws.
 - B. The security deposit will be retained by Landlord if:
 - 1) Tenant (s) moves out before lease is finished.

- 2) The lease is canceled because Tenant (s) has failed to observe the terms and regulations of the lease.
- 3) Tenant (s) does not leave the premises in good condition regardless of how or when the lease ends or is cancelled.

- 7. All permitted alterations, additions and fixtures shall remain as part of the apartment unless the Landlord agrees otherwise in writing.
- 8. The lease can be changed in writing only, signed by both parties.
- 9. Tenant (s) agrees to follow the parking restrictions of the Landlord. These restrictions can change from time to time.
- 10. It is agreed and understood that the apartment is rented to the person or persons signing the rental agreement, listed as follows:

Janet Gaytan Taylor Gaytan Dylan Gaytan

- 11. Tenant (s) agrees to pay Electric Utilities and Additional Services, for 219 Lower N. 4th St., St. Charles, IL. Gas and Water is included in the lease. Trash shall be placed in the proper receptacles on the North side of the building.
- 12. Tenant (s) will keep the common areas clean of their trash.
- 13. Tenant (s) will permit Landlord to have free access, with reasonable notice, to the premises to examine and/or repair or alter the premises as the Landlord sees fit.
- 14. **Repairs of less than \$75** are to be taken care of by the Tenant (s). Landlord may repair any damage caused by the Tenant (s) and charge the cost to the Tenant (s) as additional rent (this would not affect the security deposit).
- 15. Tenant (s) shall keep noise and electronic sound so as not to disturb neighbors.

- 16. Tenant (s) shall secure, at their cost, necessary and proper insurance for all of the Tenant (s) 's possessions and contents in the premises. Further, in the event of loss or injury to Tenant (s) 's possessions and contents, Tenant (s) shall hereby release the Landlord of any liability or obligation.
- 17. Tenant (s) is responsible for furnishing and installing curtains and/or drapes. The material facing the windows shall be of a white or off-white color.
- 18. The use of any gas or charcoal barbecue grill is permitted in the parking area only.
- 19. Entryways, stairways and landings shall be kept clear of bicycles, carriages, footwear or other articles at all times.
- 20. Tenant (s) shall furnish light bulbs, fluorescent tubes and starters for fluorescent lights.
- 21. Tenant (s) shall keep their entryway and walkway free of snow & ice.
- 22. Only artificial Christmas trees are permitted in the apartment.
- 23. The Tenant (s) must "balance out" the Utilities before moving out. If the Landlord is owed a balance after the Tenant moves out, the balance will be deducted from the security deposit.
- 24. There shall be no hanging out of the windows of the apartment by the Tenant (s) or the hanging of other items out of the windows, including, but not limited to laundry. There shall be no displaying of anything obscene or distasteful in the windows of the apartment.
- 25. Tenant (s) shall not use or store liquid filled bedding (Water Beds) or furniture.
- 26. Tenant (s) shall not pour fat down drains or use crystal drain de-cloggers.
- 27. Tenant (s) or guests shall NEVER allow smoking in the apartment or on the Property.
- 28. No interior alterations, wallpapering, painting or decorating may be done to the apartment, nor installation of any additional major appliance such as washers, dryers, freezers, etc. without the written consent of the Landlord.
- 29. The Tenant (s) shall never park vehicles or other equipment on the lawn. The parking of trucks or motorcycles are at the Landlord's discretion. The parking of boats and/or trailers is not permitted. Major vehicle repairs and junked or abandoned vehicles are not permitted. The storage of vehicles is not permitted.
- 30. The Tenant (s) shall not install a new lock, knocker or peephole, or other attachment on any door of the apartment without the written consent of the Landlord. The Tenant (s) may rekey the locks on the apartment at the Tenant (s) own expense as long as the Landlord receives three (3) working copies at no charge.

- 31. No additional fans or air conditioners are to be installed within window frames without the consent of the Landlord. 219 N. 4th St. has a shared heating system. The Tenant in 219 lower must keep the thermostat at a "reasonable" setting at all times.
- 32. There is no storage of items in the basement that can't get wet. The basement leaks.

Prorated rent is \$32.71 per day, move in 3/1/08

The monthly rent starting 03/01/08 is \$ 995.00 per month includes gas and water.

The Security Deposit is \$ 995.00

The Credit Check fee is N/A.

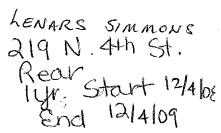
NO PETS / NO SMOKING on the property

Tenant (s) states that all of the foregoing information is true and correct to the best of his/her knowledge. Tenant (s) further agrees to abide by all apartment rules attached hereto and made a part hereof and those reasonable rules promulgated in the future. In the event any of the rent agreement information given by Tenant (s) is found to be untrue or any apartment rules are breached, then it is agreed by all parties that the Lease Agreement shall be considered in breach and the Landlord shall have a right to terminate this one year lease immediately without notice and to apply the security deposit to any unpaid rent, damages or rental for the apartment until the same is re-rented.

IMPORTANT: ALL EXPENSES INCURRED BY ACPC, LLC TO ENFORCE THE CONVENANTS AND AGREEMENTS OF THIS CONTRACT AND/OR TO REMOVE A TENANT (S) FOR ANY REASON WILL BE PAID BY THE TENANT – THIS INCLUDES, BUT NOT LIMITED TO, LEGAL FEES AND ANY OTHER COSTS.

| Dated this 19 day of Feb | 20_08 |
|-----------------------------------|-----------------------------|
| Janet Gaytan Tenant Name Print | Tenant Signature |
| Tenant Name Print | Tenant Signature |
| CUNTON ANDERSON | Cout Advisor |
| Landlord or Agent Print | Landlord or Agent Signature |

ACPC, llc Residential Rental Agreement 219 Rear N. 4th St., St. Charles, IL



Tenant (s) attached to this Rental Agreement acknowledge that this is a one year tenancy, Tenant (s) agree to let Landlord know if the lease will be renewed/ or not no less than 60 days before the end of the lease. Further, Tenant (s) agrees to the following rules, and failure to abide by said rules and reasonable rules promulgated in the future shall be considered a breach of the Rental Agreement.

1. Each of the Tenant (s) is both jointly and separately liable for the rent payments under the terms of this lease.

- 2. Monthly rental is due on or before the first of each month. Tenant (s) agrees to pay a \$30.00 late charge for rents received after the fifth (5th) of each month, it being agreed and understood that the rent shall be due and payable on or before the first of each month. Further, Tenant (s) agrees to pay an additional \$30.00 for each seven (7) days the full amount of the rent has not been paid.
- 3. Monthly rent increases by 5% (five percent) every annual renewal.
- 4. All rents shall be paid in an auto debit from their checking account by STC Capital Bank, payable to **ACPC**, **llc** and withdrawn on the 1st of the month. If any payment (check or money order) is returned for any reason to the Landlord, unpaid, the Tenant (s) shall pay the Landlord a \$30.00 return check fee for each time the check is returned.
- 5. If the Landlord shall at any time deem the tenancy of the Tenant (s) undesirable by reason of objectionable or improper conduct on the part of the Tenant (s), a family member, or visitors thereto, causing annoyance, to other Tenant (s) on the property, then the Landlord shall have the right to terminate this lease by giving the Tenant (s) a written notice to QUIT and VACATE the premises.
- 6. A security deposit of \$700.00 has been paid prior to the time of occupancy of the apartment. Security Deposit will not be used as last month rent payment.
 - A. The security deposit will be returned if:
 - 1) This lease remains in full affect for its full term and Tenant (s) provides the Landlord with sixty (60) days written notice before lease end of the Tenant (s) 's intention to move.
 - 2) Tenant (s) pays their outstanding utility bills.
 - 3) Tenant (s) leaves apartment clean and sightly.
 - 4) The lease is cancelled because the apartment is damaged and the Landlord decides not to repair it or if the building is condemned under the eminent domain laws.
 - B. The security deposit will be retained by Landlord if:
 - 1) Tenant (s) moves out before lease is finished.

CTA JES

 $11/19/08 \ \ C\ \ \ IOB\ \ Profile\ \ Personal\ \ \ Clinton\ \ Real\ Estate\ \ \ Lease\ Agreement\ \ \ 219\ Rear\ \ N.\ \ 4th\ St\ \ 11_19_08.doc$

- 2) The lease is canceled because Tenant (s) has failed to observe the terms and regulations of the lease.
- 3) Tenant (s) does not leave the premises in good condition regardless of how or when the lease ends or is cancelled.

- 7. All permitted alterations, additions and fixtures shall remain as part of the apartment unless the Landlord agrees otherwise in writing.
- 8. The lease can be changed in writing only, signed by both parties.
- 9. Tenant (s) agrees to follow the parking restrictions of the Landlord. These restrictions can change from time to time.
- 10. It is agreed and understood that the apartment is rented to the person or persons signing the rental agreement, listed as follows:

| LEC | MARIO | Simmo | νς | |
|-----|-------|-------|----|--|
| | | | | |
| | | | | |
| | • | | | |

- 11. Tenant (s) agrees to pay Electric Utilities and Additional Services, for 219 Rear N. 4th St., St. Charles, IL. Gas and Water is included in the lease. Trash shall be placed in the proper receptacles on the North side of the building.
- 12. Tenant (s) will keep the common areas clean of their trash.
- 13. Tenant (s) will permit Landlord to have free access, with reasonable notice, to the premises to examine and/or repair or alter the premises as the Landlord sees fit.
- 14. **Repairs of less than \$75** are to be taken care of by the Tenant (s). Landlord may repair any damage caused by the Tenant (s) and charge the cost to the Tenant (s) as additional rent (this would not affect the security deposit).
- 15. Tenant (s) shall keep noise and electronic sound so as not to disturb neighbors.

- Tenant (s) shall secure, at their cost, necessary and proper insurance for all of the Tenant (s) 's possessions and contents in the premises. Further, in the event of loss or injury to Tenant (s) 's possessions and contents, Tenant (s) shall hereby release the Landlord of any liability or obligation.
- 17. Tenant (s) is responsible for furnishing and installing curtains and/or drapes. The material facing the windows shall be of a white or off-white color.
- 18. The use of any gas or charcoal barbecue grill is permitted in the parking area only.
- 19. Entryways, stairways and landings shall be kept clear of bicycles, carriages, footwear or other articles at all times.
- 20. Tenant (s) shall furnish light bulbs, fluorescent tubes and starters for fluorescent lights.
- 21. Tenant (s) shall keep their entryway and walkway free of snow & ice.
- 22. Only artificial Christmas trees are permitted in the apartment.
- 23. The Tenant (s) must "balance out" the Utilities before moving out. If the Landlord is owed a balance after the Tenant moves out, the balance will be deducted from the security deposit.
- 24. There shall be no hanging out of the windows of the apartment by the Tenant (s) or the hanging of other items out of the windows, including, but not limited to laundry. There shall be no displaying of anything obscene or distasteful in the windows of the apartment.
- 25. Tenant (s) shall not use or store liquid filled bedding (Water Beds) or furniture.
- 26. Tenant (s) shall not pour fat down drains or use crystal drain de-cloggers.
- 27. Tenant (s) or guests shall NEVER allow smoking in the apartment or on the Property.
- 28. No interior alterations, wallpapering, painting or decorating may be done to the apartment, nor installation of any additional major appliance such as washers, dryers, freezers, etc. without the written consent of the Landlord,
- 29. The Tenant (s) shall never park vehicles or other equipment on the lawn. The parking of trucks or motorcycles are at the Landlord's discretion. The parking of boats and/or trailers is not permitted. Major vehicle repairs and junked or abandoned vehicles are not permitted. The storage of vehicles is not permitted.
- 30. The Tenant (s) shall not install a new lock, knocker or peephole, or other attachment on any door of the apartment without the written consent of the Landlord. The Tenant (s) may rekey the locks on the apartment at the Tenant (s) own expense as long as the Landlord receives three (3) working copies at no charge.

CTA. 185

- 31. No additional fans or air conditioners are to be installed within window frames without the consent of the Landlord. 219 N. 4th St. has a shared heating system. The Tenant in 219 upper must keep the thermostat at a "reasonable" setting at all times.
- 32. There is no storage of items in the basement that can't get wet. The basement leaks.

Prorated rent is \$23.01 per day, move in / /

The monthly rent starting 12 \$\frac{4}{9}\text{ is \$ 790.00 per month includes gas and water.}

The Security Deposit is \$ 700.00 (50)

The Credit Check fee is N/A. The Credit Check fee is N/A.

NO PETS / NO SMOKING on the property

Tenant (s) states that all of the foregoing information is true and correct to the best of his/her knowledge. Tenant (s) further agrees to abide by all apartment rules attached hereto and made a part hereof and those reasonable rules promulgated in the future. In the event any of the rent agreement information given by Tenant (s) is found to be untrue or any apartment rules are breached, then it is agreed by all parties that the Lease Agreement shall be considered in breach and the Landlord shall have a right to terminate this one year lease immediately without notice and to apply the security deposit to any unpaid rent, damages or rental for the apartment until the same is re-rented.

IMPORTANT: ALL EXPENSES INCURRED BY ACPC, LLC TO ENFORCE THE CONVENANTS AND AGREEMENTS OF THIS CONTRACT AND/OR TO REMOVE A TENANT (S) FOR ANY REASON WILL BE PAID BY THE TENANT – THIS INCLUDES, BUT NOT LIMITED TO, LEGAL FEES AND ANY OTHER COSTS.

| Dated this 5 day of Dez 2001 | |
|------------------------------|--|
| Langed Simaa | |
| Tenant Name Print | Tenant Signature |
| Loud Sim. | ************************************** |
| Tenant Name Print | Tenant Signature |
| CUNTON ANDORSON | Cent Adem |
| Landlord or Agent Print | Landlord or Agent Signature |

ROOT, BRIAN

Clinton Anderson Residential Rental Agreement 120 N-4THST#13 (address), St. Charles, IL

Tenant (s) attached to this Rental Agreement acknowledge that this is a one year tenancy, Tenant (s) agree to let Landlord know if the lease will be renewed/ or not no less than 30 days before the end of the lease. Further, Tenant (s) agrees to the following rules, and failure to abide by said rules and reasonable rules promulgated in the future shall be considered a breach of the Rental Agreement.

- 1. Each of the Tenant (s) is both jointly and separately liable for the rent payments under the terms of this lease.
- 2. Monthly rental is due on or before the first of each month. Tenant (s) agrees to pay a \$30.00 late charge for rents received after the seventh (7th) of each month, it being agreed and understood that the rent shall be due and payable on or before the first of each month. Further, Tenant (s) agrees to pay an additional \$30.00 for each seven (7) days the full amount of the rent has not been paid.
- 3. Monthly rent increases by 5% (five percent) every annual renewal.
- 4. All rents shall be paid in the form of a direct deposit, payable to CTA Properties and auto debited from you checking out through STC Capital Bank. If any payment (check or money order) is returned for any reason to the Landlord, unpaid, the Tenant (s) shall pay the Landlord a \$30.00 return check fee for each time the check is returned.
- 5. If the Landlord shall at any time deem the tenancy of the Tenant (s) undesirable by reason of objectionable or improper conduct on the part of the Tenant (s), a family member, or visitors thereto, causing annoyance, to other Tenant (s) on the property, then the Landlord shall have the right to terminate this lease by giving the Tenant (s) a written notice to QUIT and VACATE the premises.
- 6. A security deposit of \$ 240.00 has been paid prior to the time of occupancy of the apartment. Security Deposit will not be used as last month rent payment.
 - A. The security deposit will be returned if:
 - 1) This lease remains in full affect for its full term and Tenant (s) provides the Landlord with thirty (30) days written notice before lease end of the Tenant (s) 's intention to move.
 - 2) Tenant (s) pays their outstanding utility bills.
 - 3) Tenant (s) leaves apartment clean and sightly.
 - 4) The lease is cancelled because the apartment is damaged and the Landlord decides not to repair it or if the building is condemned under the eminent domain laws.
 - B. The security deposit will be retained by Landlord if:
 - 1) Tenant (s) moves out before lease is finished.

7LM

- 2) The lease is canceled because Tenant (s) has failed to observe the terms and regulations of the lease.
- 3) Tenant (s) does not leave the premises in good condition regardless of how or when the lease ends or is cancelled.

- 7. All permitted alterations, additions and fixtures shall remain as part of the apartment unless the Landlord agrees otherwise in writing.
- 8. The lease can be changed in writing only, signed by both parties.
- 9. Tenant (s) agrees to follow the parking restrictions of the Landlord. These restrictions can change from time to time. At lease signing, Tenant (s) may park two cars on the West side of the driveway. Care is to be taken to be on only West Side and not block the other tenant. From time to time the Landlord may request cars to be moved for access to the garage. Also see point 30.
- 10. It is agreed and understood that the apartment is rented to the person or persons signing the rental agreement, listed as follows:

| BRIAN | ROOT | | _ |
|-------|--------|-------|---|
| LoneL | ROOT | wife | - |
| BRIAN | RUOTTA | \$50L | _ |

- 11. The following are included in the monthly rent. Utilities are defined as Electric, Water, Sewer and Gas along with their related taxes. Trash, not a Utility, shall be placed on the curb on pickup day in City of St. Charles in approved containers (orange bags) which can be purchased at local stores.
- 12. Tenant (s) will keep the common areas clean of their trash.
- 13. Tenant (s) will permit Landlord to have free access, with reasonable notice, to the premises to examine and/or repair or alter the premises as the Landlord sees fit.



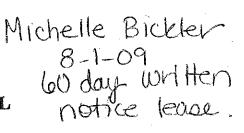
- 14. Repairs of less than \$75 are to be taken care of by the Tenant (s). Landlord may repair any damage caused by the Tenant (s) and charge the cost to the Tenant (s) as additional rent (this would not affect the security deposit).
- 15. Tenant (s) shall keep noise and electronic sound so as not to disturb neighbors.
- 16. Tenant (s) shall secure, at their cost, necessary and proper insurance for all of the Tenant (s) 's possessions and contents in the premises. Further, in the event of loss or injury to Tenant (s) 's possessions and contents, Tenant (s) shall hereby release the Landlord of any liability or obligation.
- 17. Tenant (s) is responsible for furnishing and installing curtains and/or drapes. The material facing the windows shall be of a white or off-white color.
- 18. The use of any gas or charcoal barbecue grill is permitted in the parking area only.
- 19. Entryways, stairways and landings shall be kept clear of bicycles, carriages, footwear or other articles at all times.
- 20. Tenant (s) shall furnish light bulbs, fluorescent tubes and starters for fluorescent lights.
- 21. Tenant (s) shall keep their entryway and walkway free of snow & ice.
- 22. Only artificial Christmas trees are permitted in the apartment.
- 23. The Tenant (s) must "balance out" the Utilities before moving out. If the Landlord is owed a balance after the Tenant moves out, the balance will be deducted from the security deposit.
- 24. There shall be no hanging out of the windows of the apartment by the Tenant (s) or the hanging of other items out of the windows, including, but not limited to laundry. There shall be no displaying of anything obscene or distasteful in the windows of the apartment.
- 25. Tenant (s) shall not use or store liquid filled bedding (Water Beds) or furniture.
- 26. Tenant (s) shall not pour fat down drains or use crystal drain de-cloggers.
- 27. Tenant (s) or guests shall NEVER allow smoking in the apartment.
- 28. No interior alterations, wallpapering, painting or decorating may be done to the apartment, nor installation of any additional major appliance such as washers, dryers, freezers, etc. without the written consent of the Landlord.
- 29. The Tenant (s) shall never park vehicles or other equipment on the lawn. The parking of trucks or motorcycles are at the Landlord's discretion. The parking of boats and/or trailers is not permitted. Major vehicle repairs and junked or abandoned vehicles are not permitted. The storage of vehicles is not permitted.
- 30. Use of the West side of the garage for nightly parking of vehicles NOT to be used as repair garage of Vehicles or engines or any motorized vehicles. Garage must be secured 24 hrs.

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| 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - | 31. | door of the apartment without the written | t, knocker or peephole, or other attachment on any consent of the Landlord. The Tenant (s) may rekey s) own expense as long as the Landlord receives |
|--|---|--|--|
| | 32. | consent of the Landlord. Same (additional terms of the Landlord). | to be installed within window frames without the (address) has a shared heating system. The ress) must keep the thermostat at 68 degrees in the er, Turned ON ONLY when tenant is occupying the |
| | | There is no storage of items in the basemed The monthly rent starting $\frac{4}{\sqrt{5/20}}$ Daily prorating \$17.14/per day The Security Deposit is \$240.00 / 000 / 7 The Credit Check fee is N/A. NO PETS / NO SMOKING on the proper | |
| Tenant (reasona Tenant (Lease A lease im | (s) furtleble rule (s) is for greementation | her agrees to abide by all apartment rules a es promulgated in the future. In the event a bund to be untrue or any apartment rules ar ent shall be considered in breach and the I | rue and correct to the best of his/her knowledge. attached hereto and made a part hereof and those any of the rent agreement information given by the breached, then it is agreed by all parties that the andlord shall have a right to terminate this one year by deposit to any unpaid rent, damages or rental for |
| CONVI | ENAN' R ANY | | NTRACT AND/OR TO REMOVE A TENANT ENANT – THIS INCLUDES, BUT NOT |
|] | Dated t | his 3^{no} day of MAY 20.09 | |
| | BR4 Tenant | Name Print | Tenant Signature |
| · | renant | Name Print | Tenant Signature |
| 7 | BAn andlor | rd of Agent) Print | Back Now Landlord or Agent Signature |

BLR

Clinton Anderson Residential Rental Agreement 221 Lower N. 4th St., St. Charles, IL



Tenant (s) attached to this Rental Agreement acknowledge that this is a 60 day written notice lease, Tenant (s) agree to let Landlord know if the lease will be renewed/ or not no less than 60 days before the end of the lease. Further, Tenant (s) agrees to the following rules, and failure to abide by said rules and reasonable rules promulgated in the future shall be considered a breach of the Rental Agreement.

- 1. Each of the Tenant (s) is both jointly and separately liable for the rent payments under the terms of this lease.
- 2. Monthly rental is due on or before the first of each month. Tenant (s) agrees to pay a \$30.00 late charge for rents received after the fifth (5th) of each month, it being agreed and understood that the rent shall be due and payable on or before the first of each month. Further, Tenant (s) agrees to pay an additional \$30.00 for each seven (7) days the full amount of the rent has not been paid.
- Monthly rent increases by 5% (five percent) every annual renewal.
- 4. All rents shall be paid in an auto debit from their checking account by STC Capital Bank, payable to ACPC, lic and withdrawn on the 1st of the month. If any payment (check or money order) is returned for any reason to the Landlord, unpaid, the Tenant (s) shall pay the Landlord a \$30.00 return check fee for each time the check is returned.
- 5. If the Landlord shall at any time deem the tenancy of the Tenant (s) undesirable by reason of objectionable or improper conduct on the part of the Tenant (s), a family member, or visitors thereto, causing annoyance, to other Tenant (s) on the property, then the Landlord shall have the right to terminate this lease by giving the Tenant (s) a written notice to QUIT and VACATE the premises.
- A security deposit of \$ 995.00 has been paid prior to the time of occupancy of the apartment.
 Security Deposit will not be used as last month rent payment.
 - A. The security deposit will be returned if:
 - 1) This lease remains in full affect for its full term and Tenant (s) provides the Landlord with sixty (60) days written notice before lease end of the Tenant (s) 's intention to move.
 - 2) Tenant (s) pays their outstanding utility bills.
 - 3) Tenant (s) leaves apartment clean and sightly.
 - 4) The lease is cancelled because the apartment is damaged and the Landlord decides not to repair it or if the building is condemned under the eminent domain laws.
 - B. The security deposit will be retained by Landlord if:
 - 1) Tenant (s) moves out before lease is finished.



- The lease is canceled because Tenant (s) has failed to observe the terms and regulations of the lease.
- 3) Tenant (s) does not leave the premises in good condition regardless of how or when the lease ends or is cancelled.

- All permitted alterations, additions and fixtures shall remain as part of the apartment unless the Landlord agrees otherwise in writing.
- The lease can be changed in writing only, signed by both parties.
- Tenant (s) agrees to follow the parking restrictions of the Landlord. These restrictions can change from time to time. At lease signing, Tenant (s) may park one car on the West side of the parking area. Care is to be taken to be on only West Side and not block the other tenant. Also see point 30.
- 10. It is agreed and understood that the apartment is rented to the person or persons signing the rental agreement, listed as follows:

Michelle Bickler

Jayden Bickler (7)

Ashton Bickler (6)

- Tenant (s) agrees to pay Electric Utilities and Additional Services, for 221 Lower N. 4th St.,
 St. Charles, IL. Gas, Trash, and Water is included in the lease.
- 12. Tenant (s) will keep the common areas clean of their trash.
- 13. Tenant (s) will permit Landlord to have free access, with reasonable notice, to the premises to examine and/or repair or alter the premises as the Landlord sees fit.
- 14. Repairs of less than \$75 are to be taken care of by the Tenant (s). Landlord may repair any damage caused by the Tenant (s) and charge the cost to the Tenant (s) as additional rent (this would not affect the security deposit).
- 15. Tenant (s) shall keep noise and electronic sound so as not to disturb neighbors.



- Tenant (s) shall secure, at their cost, necessary and proper insurance for all of the Tenant (s) 's possessions and contents in the premises. Further, in the event of loss or injury to Tenant (s) 's possessions and contents, Tenant (s) shall hereby release the Landlord of any liability or obligation.
- 17. Tenant (s) is responsible for furnishing and installing curtains and/or drapes. The material facing the windows shall be of a white or off-white color.
- 18. The use of any gas or charcoal barbecue grill is permitted in the parking area only.
- 19. Entryways, stairways and landings shall be kept clear of bicycles, carriages, footwear or other articles at all times.
- 20. Tenant (s) shall furnish light bulbs, fluorescent tubes and starters for fluorescent lights.
- 21. Tenant (s) shall keep their entryway and walkway free of snow & ice.
- 22. Only artificial Christmas trees are permitted in the apartment.
- 23. The Tenant (s) must "balance out" the Utilities before moving out. If the Landlord is owed a balance after the Tenant moves out, the balance will be deducted from the security deposit.
- 24. There shall be no hanging out of the windows of the apartment by the Tenant (s) or the hanging of other items out of the windows, including, but not limited to laundry. There shall be no displaying of anything obscene or distasteful in the windows of the apartment.
- 25. Tenant (s) shall not use or store liquid filled bedding (Water Beds) or furniture.
- 26. Tenant (s) shall not pour fat down drains or use crystal drain de-cloggers.
- 27. Tenant (s) or guests shall NEVER allow smoking in the apartment or on the Property.
- No interior alterations, wallpapering, painting or decorating may be done to the apartment, nor installation of any additional major appliance such as washers, dryers, freezers, etc. without the written consent of the Landlord.
- 29. The Tenant (s) shall never park vehicles or other equipment on the lawn. The parking of trucks or motorcycles are at the Landlord's discretion. The parking of boats and/or trailers is not permitted. Major vehicle repairs and junked or abandoned vehicles are not permitted. The storage of vehicles is not permitted.
- The Tenant (s) shall not install a new lock, knocker or peephole, or other attachment on any door of the apartment without the written consent of the Landlord. The Tenant (s) may rekey the locks on the apartment at the Tenant (s) own expense as long as the Landlord receives three (3) working copies at no charge.



- No additional fans or air conditioners are to be installed within window frames without the consent of the Landlord. 221 N. 4th St. has a shared heating system. The Tenant in 221 lower 31. must keep the thermostat at a "reasonable" setting at all times.
- There is no storage of items in the basement that can't get wet. The basement leaks. 32.

Prorated rent is \$32.71 per day, move in 8/1/09 The monthly rent starting 8/9/08 is \$ 995.00 per month includes gas and water. The Security Deposit is \$ 995.00 total transferred \$700 from current Security Deposit Owes \$ 295.00 8/1/09 The Credit Check fee is N/A.

Only one de clawed, nurtured cat / NO SMOKING on the property

Tenant (s) states that all of the foregoing information is true and correct to the best of his/her knowledge. Tenant (s) further agrees to abide by all apartment rules attached hereto and made a part hereof and those reasonable rules promulgated in the future. In the event any of the rent agreement information given by Tenant (s) is found to be untrue or any apartment rules are breached, then it is agreed by all parties that the Lease Agreement shall be considered in breach and the Landlord shall have a right to terminate this one year lease immediately without notice and to apply the security deposit to any unpaid rent, damages or rental for the apartment until the same is re-rented.

IMPORTANT: ALL EXPENSES INCURRED BY ACPC, LLC TO ENFORCE THE CONVENANTS AND AGREEMENTS OF THIS CONTRACT AND/OR TO REMOVE A TENANT (S) FOR ANY REASON WILL BE PAID BY THE TENANT – THIS INCLUDES, BUT NOT LIMITED TO, LEGAL FEES AND ANY OTHER COSTS.

| Dated this01day of082009 | |
|--|--------------------------------------|
| Michelle Bickler Tenant Name Print | Michello Biekler Tenant Signature |
| Tenant Name Print | Tenant Signature Clinton Anderson |
| Clinton Anderson Landlord or Agent Print | Landlord or Agent Signature |

TAYLOR GAYTON 8-15-09 14ear

Clinton Anderson Residential Rental Agreement 219-223 N-UIH (address), St. Charles, IL 57 + 223

Tenant (s) attached to this Rental Agreement acknowledge that this is a one year tenancy, Tenant (s) agree to let Landlord know if the lease will be renewed/ or not no less than 30 days before the end of the lease. Further, Tenant (s) agrees to the following rules, and failure to abide by said rules and reasonable rules promulgated in the future shall be considered a breach of the Rental Agreement.

- 1. Each of the Tenant (s) is both jointly and separately liable for the rent payments under the terms of this lease.
- 2. Monthly rental is due on or before the first of each month. Tenant (s) agrees to pay a \$30.00 late charge for rents received after the seventh (7th) of each month, it being agreed and understood that the rent shall be due and payable on or before the first of each month. Further, Tenant (s) agrees to pay an additional \$30.00 for each seven (7) days the full amount of the rent has not been paid.
- 3. Monthly rent increases by 5% (five percent) every annual renewal.
- 4. All rents shall be paid in the form of a direct deposit, payable to GFA Properties and auto debited from you checking out through CHASE Bank. If any payment (check or money order) is returned for any reason to the Landlord, unpaid, the Tenant (s) shall pay the Landlord a \$30.00 return check fee for each time the check is returned.
- 5. If the Landlord shall at any time deem the tenancy of the Tenant (s) undesirable by reason of objectionable or improper conduct on the part of the Tenant (s), a family member, or visitors thereto, causing annoyance, to other Tenant (s) on the property, then the Landlord shall have the right to terminate this lease by giving the Tenant (s) a written notice to QUIT and VACATE the premises.
- 6. A security deposit of \$\frac{7}{240.00}\$ has been paid prior to the time of occupancy of the apartment. Security Deposit will not be used as last month rent payment.
 - A. The security deposit will be returned if:
 - 1) This lease remains in full affect for its full term and Tenant (s) provides the Landlord with thirty (30) days written notice before lease end of the Tenant (s) 's intention to move.
 - 2) Tenant (s) pays their outstanding utility bills.
 - 3) Tenant (s) leaves apartment clean and sightly.
 - 4) The lease is cancelled because the apartment is damaged and the Landlord decides not to repair it or if the building is condemned under the eminent domain laws.
 - B. The security deposit will be retained by Landlord if:
 - 1) Tenant (s) moves out before lease is finished.



- 2) The lease is canceled because Tenant (s) has failed to observe the terms and regulations of the lease.
- 3) Tenant (s) does not leave the premises in good condition regardless of how or when the lease ends or is cancelled.

- All permitted alterations, additions and fixtures shall remain as part of the apartment unless the Landlord agrees otherwise in writing.
- The lease can be changed in writing only, signed by both parties.
- 9. Tenant (s) agrees to follow the parking restrictions of the Landlord. These restrictions can change from time to time. At lease signing, Tenant (s) may park two cars on the West side of the driveway. Care is to be taken to be on only West Side and not block the other tenant. From time to time the Landlord may request cars to be moved for access to the garage. Also see point 30.
- 10. It is agreed and understood that the apartment is rented to the person or persons signing the rental agreement, listed as follows:

Angelina Hernander (14mos)

- 11. The following are included in the monthly rent. Utilities are defined as Electric, Water, Sewer and Gas along with their related taxes. Trash, not a Utility, shall be placed on the curb on pickup day in City of St. Charles in approved containers (orange bags) which can be purchased at local stores.
- 12. Tenant (s) will keep the common areas clean of their trash.
- 13. Tenant (s) will permit Landlord to have free access, with reasonable notice, to the premises to examine and/or repair or alter the premises as the Landlord sees fit.

- 14. Repairs of less than \$75 are to be taken care of by the Tenant (s). Landlord may repair any damage caused by the Tenant (s) and charge the cost to the Tenant (s) as additional rent (this would not affect the security deposit).
- 15. Tenant (s) shall keep noise and electronic sound so as not to disturb neighbors.
- 16. Tenant (s) shall secure, at their cost, necessary and proper insurance for all of the Tenant (s) 's possessions and contents in the premises. Further, in the event of loss or injury to Tenant (s) 's possessions and contents, Tenant (s) shall hereby release the Landlord of any liability or obligation.
- 17. Tenant (s) is responsible for furnishing and installing curtains and/or drapes. The material facing the windows shall be of a white or off-white color.
- 18. The use of any gas or charcoal barbecue grill is permitted in the parking area only.
- 19. Entryways, stairways and landings shall be kept clear of bicycles, carriages, footwear or other articles at all times.
- 20. Tenant (s) shall furnish light bulbs, fluorescent tubes and starters for fluorescent lights.
- 21. Tenant (s) shall keep their entryway and walkway free of snow & ice.
- 22. Only artificial Christmas trees are permitted in the apartment.
- 23. The Tenant (s) must "balance out" the Utilities before moving out. If the Landlord is owed a balance after the Tenant moves out, the balance will be deducted from the security deposit.
- 24. There shall be no hanging out of the windows of the apartment by the Tenant (s) or the hanging of other items out of the windows, including, but not limited to laundry. There shall be no displaying of anything obscene or distasteful in the windows of the apartment.
- 25. Tenant (s) shall not use or store liquid filled bedding (Water Beds) or furniture.
- 26. Tenant (s) shall not pour fat down drains or use crystal drain de-cloggers.
- 27. Tenant (s) or guests shall NEVER allow smoking in the apartment.
- 28. No interior alterations, wallpapering, painting or decorating may be done to the apartment, nor installation of any additional major appliance such as washers, dryers, freezers, etc. without the written consent of the Landlord.
- 29. The Tenant (s) shall never park vehicles or other equipment on the lawn. The parking of trucks or motorcycles are at the Landlord's discretion. The parking of boats and/or trailers is not permitted. Major vehicle repairs and junked or abandoned vehicles are not permitted. The storage of vehicles is not permitted.
- 30. Use of the West side of the garage for nightly parking of vehicles NOT to be used as repair garage of Vehicles or engines or any motorized vehicles. Garage must be secured 24 hrs.



| 31. | The Tenant (s) shall not install a new lock, knocker or peephole, or other attachment on any door of the apartment without the written consent of the Landlord. The Tenant (s) may rekey the locks on the apartment at the Tenant (s) own expense as long as the Landlord receives three (3) working copies at no charge. |
|---|---|
| 32. | No additional fans or air conditioners are to be installed within window frames without the consent of the Landlord. (address) has a shared heating system. The Tenants in (address) must keep the thermostat at 68 degrees in the winter & window A/C units in the summer, Turned ON ONLY when tenant is occupying the room. |
| 33. | There is no storage of items in the basement that can't get wet. The basement leaks. |
| | The monthly rent starting 8 1/5/2009 is \$ 120.00 per week. Daily prorating \$17.14/per day 23 200 The Security Deposit is \$ 246.00 700 200 The Credit Check fee is N/A. NO PETS / NO SMOKING on the property |
| reasonable reasonable reasonable reasonable rease Agreedlesse immediate apartment apartment CONVENA | tates that all of the foregoing information is true and correct to the best of his/her knowledge. The agrees to abide by all apartment rules attached hereto and made a part hereof and those rules promulgated in the future. In the event any of the rent agreement information given by a found to be untrue or any apartment rules are breached, then it is agreed by all parties that the ement shall be considered in breach and the Landlord shall have a right to terminate this one year diately without notice and to apply the security deposit to any unpaid rent, damages or rental for int until the same is re-rented. NT: ALL EXPENSES INCURRED BY CTA Properties TO ENFORCE THE NTS AND AGREEMENTS OF THIS CONTRACT AND/OR TO REMOVE A TENANT BY REASON WILL BE PAID BY THE TENANT – THIS INCLUDES, BUT NOT |
| <u>LIMITED 1</u> | IO, LEGAL FEES AND ANY OTHER COSTS. |
| Dated | 1 this 17 TH day of Aug 20.09 |
| Tenar | for Guitan Tenant Signature Tenant Signature |
| Tenar | nt Name Print Tenant Signature |
| 13A Landl | ord or Agent Print Landlord or Agent Signature |
| 4 | |

D&B Business Information Report: CTA PROPERTIES

Copyright 2011 Dun & Bradstreet -

| ATTN: grace | | Report | Printed: JUL 15 2011 | | | | | | |
|---|---|--|----------------------|--|--|--|--|--|--|
| * * * BUSINESS SUMMARY * * * | | | | | | | | | |
| | | | | | | | | | |
| CTA PROPERTIES 333 N Randall Rd Saint Charles, IL | 60174 | | | | | | | | |
| This is a single lo | cation. | D-U-N-S® Number: | 07-030-1712 | | | | | | |
| Telephone: | UNKNOWN | D&B Rating: | DS | | | | | | |
| Year started: | 2011 | 1 | | | | | | | |
| Employs: | UNDETERMINED | | | | | | | | |
| sic: | 6512 | | | | | | | | |
| Line of business: | Nonresidential building operator | d | | | | | | | |
| | | 1 | | | | | | | |
| | * * * SUMMARY | ====================================== | | | | | | | |
| | P.G. | | | | | | | | |
| D&B Rating: | DS | ation essibable dan | a not normit DID to | | | | | | |
| | ates that the inform y within our rating | | s not permit Dab to | | | | | | |
| | | | | | | | | | |
| A Summary Analysis | is not available at | this time. | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| * * * INVESTIGATIVE SERVICES * * * ================================ | | | | | | | | | |
| *** Update availabl | Le on request *** | | | | | | | | |
| This information is being provided to you immediately in the interest of speed. This report may not reflect the current status of this business. D&B can investigate this business and update the information based on the results of that investigation. | | | | | | | | | |
| By ordering a standard investigation the same day you order this report, an updated report will be provided to you at no extra cost. | | | | | | | | | |

 ${\tt D\&B}$ has not received a sufficient sample of payment experiences to establish a PAYDEX score.

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

| ==== | | | | .* * * I | | | | | | | |
|------|-----|------------|------|----------|------|---------|------|--------|---|------|------|
| D&B | has | researched | this | company | | | | | | | time |
| | | | | * * * | PUBI | LIC FII | JINO | GS * * | * | | |

A check of D&B's public records database indicates that no filings were found for CTA PROPERTIES at 333 N Randall Rd, Saint Charles IL.

D&B's extensive database of public record information is updated daily to ensure timely reporting of changes and additions. It includes business-related suits, liens, judgments, bankruptcies, UCC financing statements and business registrations from every state and the District of Columbia, as well as select filing types from Puerto Rico and the U.S. Virgin Islands.

D&B collects public records through a combination of court reporters, third parties and direct electronic links with federal and local authorities. Its database of U.S. business-related filings is now the largest of its kind.

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FULL DISPLAY COMPLETE

D&B Business Information Report: ANDERSON COLONIAL REAL ESTATE HOLDINGS, INC.

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Report Printed: JUL 15 2011 ATTN: grace In Date * * * BUSINESS SUMMARY * * * ANDERSON COLONIAL REAL ESTATE HOLDINGS, INC. COLONIAL CAFES 333 N Randall Rd Ste 22 Saint Charles, IL 60174 *** Rating Change *** | D-U-N-S® Number: 00-525-2820 This is a headquarters location. Branch(es) or division(s) exist. 1R3 | D&B Rating: Formerly 1R2 630 584-0088 Telephone: | Number of 630 584-1711 1R is 10 or more Fax: employees: employees. THOMAS S ANDERSON, | Chief executive: PRES-SEC | Composite credit 3 is fair. appraisal: 1901 Year started: 350 (14 here) | D&B PAYDEX®: Employs: 12-Month D&B 58 History: CLEAR | PAYDEX: SIC: 5812 | When weighted by dollar amount, 5143 | payments to suppliers average 24 Eating place, whol | days beyond terms. Line of business: dairy products | Based on trade collected over last | 12 months. * * * SUMMARY ANALYSIS * * * ______ D&B Rating: 1R3 Number of 1R indicates 10 or more employees. employees: Composite credit 3 is fair.

The Rating was changed on July 12, 2011 because of a change in payment information appearing in D&B's file. The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on

appraisal:

* * * CORPORATE FAMILY * * *

The following global corporate family members are related to this business. Members are listed alphabetically first by company name, then by country or U.S. state, then by city.

| Branches (US): | | |
|-------------------------------|---------------------|------------------------|
| Anderson Colonial Real Estate | Aurora, IL | 12-231-9361 |
| Holdings, Inc. | | |
| Anderson Colonial Real Estate | e Elgin, IL | 11-374-4569 |
| Holdings, Inc. | | |
| Anderson Colonial Real Estate | e Naperville, IL | 11-381-5583 |
| Holdings, Inc. | | |
| Anderson Colonial Real Estate | e Saint Charles, Il | L 07-811-1676 |
| Holdings, Inc. | | |
| Anderson Colonial Real Estate | e Saint Charles, II | 11-460-5470 |
| Holdings, Inc. | | |
| Anderson Colonial Real Estate | e Saint Charles, II | £ 82-611-75 1 7 |
| Holdings, Inc. | | |

* * * BUSINESS REGISTRATION * * *

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF JUL 13 2011:

Registered Name: ANDERSON COLONIAL REAL ESTATE HOLDINGS, INC.

Business type: DOMESTIC CORPORATION

Corporation type: PROFIT

Date incorporated: APR 12 1948

State of incorporation: ILLINOIS

Filing date: APR 12 1948

Registration ID: 30569849

Duration: PERPETUAL

Status: GOOD STANDING

Common stock

Authorized shares: 10,000

Authorized shares: 90,000

Par value:

Where filed: SECRETARY OF STATE/CORPORATIONS DIVISION,

SPRINGFIELD, IL

Registered agent: THOMAS S ANDERSON, 333 N RANDALL RD PO BOX

377, ST CHARLES, IL, 601741500

Agent

appointed: MAR 20 1992

3-Month D&B PAYDEX: 45

When weighted by dollar amount, payments to suppliers average 45 days beyond terms.

Based on trade collected over last 3 months.

| 12-Month D&B PAYDEX: 58

| When weighted by dollar amount, | payments to suppliers average 24 days | beyond terms.

| Based on trade collected over last | 12 months.

| When dollar amounts are not | considered, then approximately 72% | of the company's payments are within | terms.

* * * PAYMENT SUMMARY * * *

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

| | Total Rcv'd | | Largest High Credit | | | | | 90> |
|-------------------------|----------------|--------|---------------------------|-------------------|----|-----|-----|-----|
| | | (\$) | | (%) | | | (%) | |
| Top industries: | | | | | | | | |
| Mfg soap/detergents | 4 | 12,500 | 5,000 | 10 | 40 | _ | 10 | 40 |
| Whol groceries | 2 | 6,000 | 5,000 | 100 | _ | - | _ | _ |
| Misc business credit | 2 | 350 | 250 | 100 | | _ | - | _ |
| Newspaper-print/publ | 1 | 2,500 | | 50 | | _ | _ | |
| Misc business service | 1 | 1,000 | 1,000 | 50 | 50 | *** | - | _ |
| Misc equipment rental | 1 | 750 | 750 | 100 | - | _ | - | _ |
| Whol general grocery | 1 | 500 | 500 | 100 | - | _ | | |
| Ret-direct selling | 1 | 500 | 500 | | | _ | _ | _ |
| Whol office supplies | 1 | 250 | 250 | | | _ | - | 50 |
| Misc publishing | 1 | . 250 | 250 | 100 | | | - | _ |
| OTHER INDUSTRIES | 6 | 250 | 100 | 100 | - | - | _ | |
| Other payment categorie | es: | | | | | | | |
| Cash experiences | 6 | 100 | 5(|) | | | | |
| Payment record unknown | n 1 | 50 | 50 |) | | | | |
| Unfavorable comments | 0 | 0 | (|) | | | | |
| Placed for collections: | | | | | | | | |
| With D&B | 0 | 0 | | | | | | |
| Other | 0 | N/A | | _ | | | | |
| Total in D&B's file | 28 | 25,000 | 5,000 | -) | | | | |

The highest "Now Owes" on file is \$2,500

The highest "Past Due" on file is \$1,000

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received.

| Other Assets | 2,527,247 |
|-------------------|------------|
| Net Worth | 2,376,556 |
| Sales | 12,635,098 |
| Long Term Liab | 49,695 |
| Net Profit (Loss) | 473,566 |

The name and address of this business have been confirmed by D&B using available sources.

* * * KEY BUSINESS RATIOS * * *

Statement date: DEC 31 2005

Based on this number of establishments: 10

UN = Unavailable

* * * PUBLIC FILINGS * * *

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

* * * UCC FILINGS * * *

Collateral: Inventory and proceeds - Account(s) and proceeds

- General intangibles(s) and proceeds - Equipment and proceeds - Chattel paper and

proceeds

Type: Original

Sec. party: JPMORGAN CHASE BANK, N.A., CHICAGO, IL JPMORGAN

CHASE BANK, N.A., CHICAGO, IL

Debtor: COLONIAL ICE CREAM, INC.

Filing number: 012868707

Filed with: SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

Date filed: 01/14/2008 Latest Info Received: 01/18/2008

Type: Termination

Sec. party: JPMORGAN CHASE BANK, N.A., CHICAGO, IL JPMORGAN

CHASE BANK, N.A., CHICAGO, IL

Debtor: COLONIAL ICE CREAM, INC.

Type: Original

TOTAL MANAGEMENT SYSTEMS INC, ADDISON, IL Sec. party: COLONIAL ICE CREAM INC COLONIAL CAFE NO 10, Debtor:

> AURORA, IL 005738598

Filing number:

SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL Filed with:

08/21/2002 Date filed: Latest Info Received: 09/17/2002

Equipment Collateral: Type: Original

Sec. party: TOTAL MANAGEMENT SYSTEMS INC, ADDISON, IL

COLONIAL ICE CREAM INC and OTHERS Debtor:

005239753 Filing number:

SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL Filed with:

05/13/2002 Date filed: Latest Info Received: 05/28/2002

Continuation

TOTAL MANAGEMENT SYSTEMS INC, ADDISON, IL Sec. party:

COLONIAL ICE CREAM INC and OTHERS 008869163 Debtor:

Filing number:

Filed with: SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

04/27/2007 Date filed: Latest Info Received: 04/30/2007 05/13/2002 005239753 Original UCC filed date: 005239753 Original filing no.:

Type: Continuation

AMERICAN NATIONAL BANK & TRUST CO, CHICAGO, IL Sec. party:

Debtor: COLONIAL ICE CREAM INC

008527733 Filing number:

Filed with: SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

04/12/2004 Date filed: Latest Info Received: 04/19/2004
Original UCC filed date: 09/27/1999
004100128 Original filing no.: 004100128

Type: Continuation

Sec. party: AMERICAN NATIONAL BANK & TRUST CO, CHICAGO, IL

COLONIAL ICE CREAM INC Debtor:

008980550 Filing number:

SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL Filed with:

Date filed: 04/09/2009 Latest Info Received: 04/13/2009 09/27/1999 Original UCC filed date: Original filing no.: 004100128

Type: Amendment

AMERICAN NATIONAL BANK & TRUST CO, CHICAGO, IL Sec. party:

JPMORGAN CHASE BANK, N.A., CHICAGO, IL

COLONIAL ICE CREAM INC Debtor:

008987888 Filing number:

SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL Filed with:

Date filed: 05/26/2009 Latest Info Received: 06/03/2009
Original UCC filed date: 09/27/1999 Possible candidate for socio-economic program consideration

Labor surplus area:

N/A

Small Business:

YES (2011)

8(A) firm:

N/A

The details provided in the Government Activity section are as reported to Dun α Bradstreet by the federal government and other sources.

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FULL DISPLAY COMPLETE

D&B Business Information Report: ANDERSON COLONIAL REAL ESTATE HOLDINGS, INC.

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| ATTN: grace | w | Report Printed: JUL 15 2011 | | | | |
|--|--|---|--|--|--|--|
| * * * BUSINESS SUMMARY * * | | | | | | |
| | | | | | | |
| COLONIAL CAFE 1625 E Main St | EAL ESTATE HOLDINGS, 60174 | INC. | | | | |
| This is a branch l limited data availa branch location, in providing branch in Paydex ®, payment s payment details are headquarters Telephone: Branch manager: | bility on the addition to formation, D&B ummary and D&E | D-U-N-S® Number: 11-460-5470 D&B Rating: BRANCH PAYDEX® for Headquarters: ANDERSON CLNL RE HOLDINGS INC SAINT CHARLES IL DUNS # 00-525-2820 12-Month D&B 58 | | | | |
| Employs: SIC: | Undetermined here | PAYDEX: When weighted by dollar amount, payments to suppliers average 24 days beyond terms. | | | | |
| Line of business: Eating place, ret Based on trade collected over last dairy products 12 months. | | | | | | |
| 06/13/2010 Source(s) indicate the address shown above may no longer be used by this business. | | | | | | |
| * * * SUMMARY ANALYSIS * * * | | | | | | |
| D&B Rating: | | | | | | |
| The term "BRANCH" in the Rating field indicates that this company is a branch location. D&B Ratings do not appear on branch reports. | | | | | | |
| | * * * CUSTOMER | SERVICE * * * | | | | |

dairy bars

54519903 Ice cream (packaged)

* * * D&B PAYDEX FOR HEADQUARTERS * * *

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on up to 28 payment experiences as reported to D&B by trade references.

3-Month D&B PAYDEX (HQ):

45

| 12-Month D&B PAYDEX (HQ):

When weighted by dollar amount, payments to suppliers average 45 days beyond terms.

| When weighted by dollar amount, | payments to suppliers average 24 days | beyond terms.

Based on trade collected over last 3

| Based on trade collected over last | 12 months.

| When dollar amounts are not | considered, then approximately 72% | of the company's payments are within | terms.

* * * PAYMENT SUMMARY FOR BRANCH LOCATION * * * _____

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

| | Total | Largest | W/In | | Days | \$low | |
|-------|---------|---------|-------|-----|-------|-------|-----|
| Total | Dollar | High | Terms | <31 | 31-60 | 61-90 | 90> |
| Rcv'd | Amounts | Credit | | | | | |
| (#) | (\$) | (\$) | (%) | | | (%) | |

Top industries:

| Other payment categories | : | | |
|--------------------------|-----|-----|----|
| Cash experiences | 2 | 50 | 50 |
| Payment record unknown | 0 | 0 | 0 |
| Unfavorable comments | 0 · | 0 | 0 |
| Placed for collections: | | | |
| With D&B | 0 | 0 | |
| Other | 0 | N/A | - |
| _ = | | | |
| Total in D&B's file | 2 | 50 | 50 |

The highest "Now Owes" on file is \$0

The highest "Past Due" on file is \$0

* * * PAYMENT DETAILS FOR HEADQUARTERS * * *

Detailed payment history

| . | . | · | ** | | a 11. | T 6 . 0 . 3 - |
|----------|-----------------|--------|-------|-------|----------------|---------------|
| Date | Paying | High | Now | Past | Selling | Last Sale |
| Reported | Record | Credit | Owes | Due | Terms | Within |
| (mm/yy) | | (\$) | (\$) | (\$) | • | (months) |
| 06/11 | Ppt | 750 | 100 | | Lease Agreemnt | |
| | Ppt | 250 | 0 | 0 | • | 6-12 mos |
| | Ppt | 100 | 0 | 0 | | 6-12 mos |
| | Ppt | 0 | 0 | | | 1 mo |
| | Ppt-Slow 30 | 1,000 | 500 | 0 | | 1 mo |
| | Ppt-Slow 150+ | 250 | 100 | 100 | N30 | 6-12 mos |
| 05/11 | Ppt-Slow 120 | 2,500 | 500 | 0 | и30 | 1 mo |
| | Slow 30-90 | 2,500 | 0 | 0 | N30 | 1 mo |
| | Slow 30-120 | 5,000 | 1,000 | 0 | и30 | 1 mo |
| | Slow 30-120 | 2,500 | 250 | 0 | И30 | 1 mo |
| | (011) | | | | Sales COD | 1 mo |
| | (012) | | | | Sales COD | 1 mo |
| | (013) | | | | Sales COD | 1 mo |
| 04/11 | Ppt | 50 | 0 | 0 | и30 | 6-12 mos |
| 11/10 | Ppt | 50 | 0 | 0 | | 6-12 mos |
| 08/10 | (016) | 50 | 50 | 0 | | |
| 05/10 | Ppt-Slow 30 | 2,500 | 2,500 | 1,000 | Regular terms | 1 mo |
| | (018) | 50 | | | Cash account | 1 mo |
| 04/10 | (019) | 0 | 0 | 0 | | 6-12 mos |
| | Cash own option | | | | | |
| 03/10 | (020) | 50 | | | Cash account | 2-3 mos |
| 11/09 | Ppt | 250 | 0 | 0 | | 6-12 mos |
| 09/09 | Ppt | 100 | 0 | 0 | | 6-12 mos |
| 08/09 | Ppt | 5,000 | 0 | 0 | и30 | 6-12 mos |
| | Ppt | 500 | 0 | 0 | | 6-12 mos |
| | Ppt | 0 | 0 | 0 | | 6-12 mos |
| 07/09 | Ppt | 500 | 0 | 0 | И30 | 6-12 mos |
| 06/09 | Ppt | 1,000 | 0 | 0 | | 6-12 mos |
| | Ppt | 50 | 0 | 0 | | 6-12 mos |
| | | | | | | |

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.



D&B has researched this company and found no information available at this time.



The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

AUG 1 2 2011

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL
Receipt No. 7001 0320 0005 8933 1143

Mr. Clinton T. Anderson, Owner CTA Properties 333 North Randall Road St. Charles, Illinois 60175

Re: Notice of Intent to File Civil Administrative Action

Dear Mr. Anderson:

The U.S. Environmental Protection Agency, Region 5, is prepared to bring a civil administrative proceeding against you for violations of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq. This act is also known as Section 1018 of Title X or the Real Estate Notification and Disclosure Rule. When creating this law, Congress found that:

- Low-level lead poisoning is widespread among American children, afflicting as many as 3,000,000 children under the age of 6.
- At low levels, lead poisoning in children causes intelligence deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems.
- The ingestion of household dust containing lead from deteriorating or abraded leadbased paint is the most common cause of lead poisoning in children.
- The dangers posed by lead-based paint hazards in approximately 3,800,000 American homes can be reduced by abating lead-based paint, preventing paint deterioration, and limiting children's exposure to lead dust and chips.
- A purpose of the *Residential Lead-Based Paint Hazard Reduction Act* is to educate the public concerning the hazards and sources of lead-based paint poisoning and steps to reduce and eliminate the hazards.

Complainant Ex. No. 3

Recycled/Rec

ostconsumer)

If you believe that you will be unable to pay a \$262,670 penalty because of financial reasons, please complete the enclosed Financial Data Request Form and send us certified, complete financial statements including balance sheets, income statements and all notes to the financial statements, and your signed income tax returns with all schedules and amendments, for the past three years.

EPA has also enclosed an information sheet titled *U.S. EPA Small Business Resources* which may be helpful if you qualify as a small business.

You may assert a claim of business confidentiality under 40 C.F.R. Part 2, Subpart B, for any portion of the information you submit to us. Information subject to a business confidentiality claim is available to the public only to the extent allowed by 40 C.F.R. Part 2, Subpart B. If you fail to assert a business confidentiality claim, EPA may make all submitted information available, without further notice, to any member of the public who requests it. Please note that in connection with all applicable claims, EPA may determine that certain information may not be entitled to confidential treatment subject to 40 C.F.R. §§ 2.204(d)(2) or 2.208 but may constitute an invasion of privacy and, on that basis, may be withheld from disclosure to the general public. Such personal privacy information may include tenant social security numbers, current addresses, or other personal information related to a tenant. It is not necessary for a business confidentiality claim to be made in order for EPA to withhold personal privacy information. Therefore, whether you choose to make a business confidentiality claim or not, please clearly indicate personal privacy information contained in your response so that EPA can evaluate whether the information constitutes an invasion of privacy.

EPA may use any information you submit in support of an administrative, civil, or criminal action.

Within ten calendar days after you receive this letter, please send your response to:

Pamela Grace (LC-8J)
Pesticides and Toxics Compliance Section
U.S. EPA-Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

EPA plans to file the complaint against you 14 calendar days after you receive this letter, unless you give us information that the complaint is not substantially justified.



CTA Properties
Pamela Grace to: Jeffery Trevino

Cc: Julie Morris

From:

Pamela Grace/R5/USEPA/US

To:

Jeffery Trevino/R5/USEPA/US@EPA

Cc:

Julie Morris/R5/USEPA/US@EPA

Hey Jeff ...

FYI - Respondent received the pre-filing letter on August 15th...

Pam

Pamela Grace EPA - Region 5 Pesticides & Toxics Compliance Section (LC-8J) Chemicals Management Branch Land and Chemicals Division Phone: (312) 353-2833

Fax:

(312) 385-5422



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Fw: Certified Mail Receipt
Pamela Grace to: Jeffery Trevino

09/21/2012 03:01 PM

From:

Pamela Grace/R5/USEPA/US

To:

Jeffery Trevino/R5/USEPA/US@EPA,

Hi Jeff -

FYI, copy of certified return receipt for CTA Properties...

Pam



TSCA-05-2012-0018 CPC 8-27-2012.PDF

La Dawn Whitehead Records Management Specialist Regional Hearing Clerk U.S. EPA - Region 5 (E-19J) Office of Enforcement and Compliance Assurance 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 Phone # (312) 886-3713 Fax # (312) 692-2405 UNITED STATES POSTAL SERVICE

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Regional Hearing Clerk U.S. EPA 77 W. Jackson Blvd. Chicago, Illinois 60604

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OFFICE OF ENFORCEMENT COMPLIANCE ASSURANCE

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| item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | A. Signature |
| Article Addressed to: | YES, enter delivery address below: |
| Mr. Clinton T. Anderson CTA Properties | AUG 27 2012 |
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