



CITY OF CHICAGO



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

LICENSE PLAN OF OPERATION

Licensee: BenAur, LLC (d/b/a Medieval Torture Museum)

Premises: 177 North State Street, Floor 1 and 2

Application Type: Public Place of Amusement (1050)

Account Number: 480356

Pursuant to City of Chicago Municipal Code ("M.C.C.") Section 4-156-311 (d)3(A), the Department of Business Affairs and Consumer Protection ("BACP") of the City of Chicago and the above-named Licensee have agreed to the issuance of a Public Place of Amusement license under the following:

1. The use of the PPA license would be limited to the operation of an exhibit-based attraction of either historical or entertainment significance (e.g. Medieval Torture Museum, Sweets Museum, 3D Illusions Museum).
 - a. Licensee shall operate and control the licensed premises at all times. Licensee shall not sub-lease this space to any other third-party operators of exhibitions (e.g. a revolving exhibition space). Any concept eventually displayed after the initial concept/exhibition will be a concept created and executed by the Licensee and will be in for operation for a period of greater than 12 months.
 - b. The initial concept/exhibition will be a Medieval Torture Museum. The exhibition will only be changed in the event the concept becomes "stale" or becomes otherwise impractical to continue.
 - c. The concept/exhibition (or any subsequent concept/exhibition) will be a blend of passive and active components (viewing and interactive) for the primary purpose of entertainment and/or education as to historically significant events.
 - d. Licensee may make the space available for corporate events and/or group gatherings to view and/or participate in the activities offered by the concept/exhibition.
 - e. Licensee agrees not to have any alcoholic beverages sold on the licensed premises. Licensee agrees not to apply for a liquor license without the express approval of the local police district and local alderman.
 - f. Licensee will not have live entertainment in the form of bands or DJ's for the purposes of dancing or entertainment.
 - g. Licensee agrees that any noise generated by its operations will be contained within the premises and will not spill out into the surrounding public spaces.

- h. Licensee will/has obtained a new occupancy placard and building permits deemed necessary by the Department of Buildings for any new layout changes and/or construction now or in the future.
 - i. Licensee acknowledges and agrees that, in the event the concept/exhibition changes, it will inform the Department of Business Affairs and Consumer Protection of the exhibit change, and apply for any license modifications at that time.
2. Licensee agrees to operate the attraction within the following hours:
- a. Monday - Sunday (10:00a.m. - 10:00p.m.)
3. Licensee shall regularly monitor the exterior area around the premises during all of its business hours in order to address and abate noise, loitering and littering complaints about Licensee's patrons or employees.
4. Licensee shall maintain sufficient trash containers to accommodate any additional waste generated in the unlikely event that extra waste is generated and shall ensure that trash is properly disposed of on a regular basis.
5. Licensee shall disallow the formation of lines on the exterior of the premises and will operate the space in accordance with fire marshal granted capacities.
6. Licensee shall immediately address any public nuisance issues which adversely impact the health, safety, and welfare of the community.
7. Licensee agrees that in the event the BACP receives a complaint, Licensee shall cooperate fully with any investigation, including, but not limited to, submitting any requested records. Licensee shall cooperate with any law enforcement agency, including but not limited to the Chicago Police Department, with investigations and requests for information.
8. Licensee agrees not to expand the premises without, first, applying to the City of Chicago for the right to expand the premises.
9. Licensee shall immediately notify the police of any illegal activity, such as fighting, disturbances of the peace, public intoxication or any criminal activity viewed in and around the licensed premises.
10. Licensee shall maintain security cameras inside the licensed premises. Licensee shall index all camera recordings by date and time. Licensee will preserve all camera recordings on Licensee's computer system for at least seven (7) days after recording. All camera recordings will be maintained on hard drives for a minimum of 72 hours from record date. All camera recordings will be stored at the licensed premises in a secure manner within in its offices, the access to which shall be limited only to authorized Licensee personnel. All camera recordings will be made immediately available to the Chicago Police Department upon request.
11. Licensee agrees to meet with local Aldermen, City agencies and all local community groups at their request to identify, address and resolve issues reasonably attributed to Licensee's business operations. Licensee may designate an agent, who is legally authorized to act for and on behalf of the Licensee, to attend and participate in meetings identified in this section.

12. Licensee shall enforce all applicable City and State non-smoking laws as they relate to both the interior and the exterior of the premises.

13. Licensee agrees that this plan of operation cannot be modified or amended without input by the local Alderman.


The conditions of this license are legally binding and may be enforced by City of Chicago enforcement authorities under M.C.C. § 4-156-311 (d)(3)(A). All other conditions of the license are governed by the City of Chicago Municipal Code. Violation of the above stated conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the Licensee. Violations of the above stated conditions may also result in the issuance of cease and desist orders prohibiting the activity which Violates the conditions of the license.


The conditions of the business licenses issued pursuant to this Plan of Operation shall apply to the business address and Licensee and to all officers, managers, members, partners and direct or indirect owners of the entity of which is licensed. The sale of the Licensee to other persons purchasing the stock of the licensed entity shall be subject to the same conditions set forth in this Plan of Operation. Any and all potential new owners of the licensed entity shall be subject to the same conditions set forth in this Plan of Operation.

It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Business License Plan of Operation next to the business license certificates in a conspicuous place at the business address.

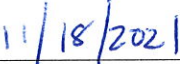
Licensee: BenAur, LLC

Business Address: 177 North State Street, Floor 1 and 2

DocuSigned by:

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BenAur, LLC / LLC Manager
Yevgeniy "Eugene" Grach


Shannon Trotter
City of Chicago
Department of Business Affairs and Consumer Protection

11/18/2021 | 11:33 AM PST
Date


Date