LEASE AGREEMENT

by and between

SDG DADELAND ASSOCIATES, INC.

as Trustee under Land Trust Agreement dated August 7, 1997, and known as Trust Number 8

("LANDLORD")

and

EARL'S RESTAURANT (DADELAND) INC.

a Florida corporation

("TENANT")

DADELAND MALL
MIAMI, FLORIDA

Clean

LEASE AGREEMENT

DADELAND MALL, MIAMI, FLORIDA

THIS LEASE AGREEMENT (this "Lease") is made and entered into this 5th day of February 2013 (the "Execution Date") by and between SDG DADELAND ASSOCIATES, INC., as Trustee under Land Trust Agreement dated August 7, 1999 and known as Trust Number 8 (FEIN 35-2023368) ("Landlord"), and EARL'S RESTAURANT (DADELAND) INC., a Florida corporation (FEIN _____) ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain shopping center, as described in Section 1.1(a) below, situated in the Town of Miami, Miami-Dade County, Florida, as more particularly described hereinbelow; and

WHEREAS, Landlord desires to lease and demise to Tenant, and Tenant desires to lease and take from Landlord, Space 2510 in the said shopping center, comprised of approximately eight thousand four hundred ninety-three (8,493) square feet plus a patio area of approximately two thousand one hundred thirty-four (2,134) square feet, in accordance with the terms, covenants, conditions and agreements hereinafter set forth.

NOW, THEREFORE, in consideration of the Rent (as hereinafter defined) to be paid and the other terms, covenants, conditions and agreements to be kept, honored, observed, satisfied and performed by Landlord and Tenant hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant, being duly authorized to do so, hereby enter into this Lease and agree as follows:

ARTICLE I.
BASIC LEASE INFORMATION

Section 1.1. Basic Lease Information.

This Section 1.1 contains a summary of some of the basic terms of this Lease. In addition to other terms and provisions defined elsewhere in this Lease, the following terms shall have the meanings set forth in this Section 1.1, as the same may be more fully set forth elsewhere in this Lease:

(a) **Center:** Dadeland Mall, situated in the Town of Miami (the "Town"), Miami-Dade County (the "County"), Florida (the "State").

(b) **Landlord's Tract:** That portion of the Center owned and/or ground leased by Landlord from time to time, together with any other real property acquired and/or ground leased by Landlord and added thereto.

(c) **Building:** The building in which the Premises is located, which is part of Landlord's Tract within the Center.

(d) **Premises:** That portion of the Building demised to Tenant hereby, as depicted on the site plan attached hereto and made a part hereof as Exhibit A, containing approximately eight thousand four hundred ninety-three (8,493) square feet ("Store Floor Area") and commonly known as Space 2510, and the patio area consisting of approximately two thousand one hundred thirty-four (2,134) square feet, (collectively the "Premises") together with the non-exclusive right to use the Common Areas (as hereinafter defined) as more particularly provided herein. The precise square footage of the Premises may be verified by the revised Field Drawings (as hereinafter defined) certified to Landlord following Tenant's completion of construction of the Project (as hereinafter defined), as more fully set forth in Section 2.1(b)(ii) below. Should Landlord and Tenant disagree as to the exact square footage of the Premises, Landlord and Tenant shall mutually agree upon a third-party architect, registered in the State, to measure the Premises. Said architect's findings shall be conclusive evidence of the square footage of the Premises. The parties hereto shall split equally the cost of said architect.

(e) **Primary Term:** Fifteen (15) full Lease Years (as hereinafter defined).

(f) **Option to Renew:** One (1) option term of five (5) Lease Years (the "Renewal Term"), subject to Section 2.3.

(g) **Commencement Date:** The earlier of: (i) the date Tenant opens at the Project for business to the public or (ii) two hundred ten (210) days after (a) the date of Tenant's written waiver of the Permitting Period as set forth in Section 3.1 below, or (b) completion of Landlord's Work pursuant to Section 3.7 below, whichever of (a) or (b) shall be the last to occur (provided Landlord shall have delivered vacant and exclusive possession of the Premises to Tenant in the condition required herein).

(h) **Minimum Annual Rent During the Primary Term:** A Minimum Annual Rent of $37.00 per square foot of Store Floor Area, or Three Hundred Fourteen Thousand Two Hundred Forty-One and 00/100 Dollars ($314,241.00) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the Commencement Date and continuing thereafter through and including the last day of the first (1st) Lease Year;

A Minimum Annual Rent of $37.74 per square foot of Store Floor Area, or Three Hundred Twenty Thousand Five Hundred Twenty-Five and 82/100 Dollars ($320,525.82) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the second (2nd) Lease Year of the Lease Term and continuing thereafter through and including the last month of the second (2nd) Lease Year of the Lease Term;

A Minimum Annual Rent of $38.49 per square foot of Store Floor Area, or Three Hundred Twenty-Six Thousand Eight Hundred Ninety-Five and 57/100 Dollars ($326,895.57) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the third (3rd) Lease Year of the Lease Term and continuing thereafter through and including the last month of the third (3rd) Lease Year of the Lease Term;

A Minimum Annual Rent of $39.26 per square foot of Store Floor Area, or Three Hundred Thirty-Three Thousand Four Hundred Thirty-Five and 18/100 Dollars ($333,435.18) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the fourth (4th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the fourth (4th) Lease Year of the Lease Term;

A Minimum Annual Rent of $40.05 per square foot of Store Floor Area, or Three Hundred Forty Thousand One Hundred Forty-Four and 65/100 Dollars ($340,144.65) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the fifth (5th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the fifth (5th) Lease Year of the Lease Term;

A Minimum Annual Rent of $40.85 per square foot of Store Floor Area, or Three Hundred Forty-Six Thousand Nine Hundred Thirty-Nine and 05/100 Dollars ($346,939.05) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the sixth (6th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the sixth (6th) Lease Year of the Lease Term;

A Minimum Annual Rent of $41.67 per square foot of Store Floor Area, or Three Hundred Fifty-Three Thousand Nine Hundred Three and 31/100 Dollars ($353,903.31) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the seventh (7th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the seventh (7th) Lease Year of the Lease Term;

A Minimum Annual Rent of $42.50 per square foot of Store Floor Area, or Three Hundred Sixty Thousand Nine Hundred Fifty-Two and 50/100 Dollars ($360,952.50) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the eighth (8th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the eighth (8th) Lease Year of the Lease Term;

A Minimum Annual Rent of $43.35 per square foot of Store Floor Area, or Three Hundred Sixty-Eight Thousand One Hundred Seventy-One and 55/100 Dollars ($368,171.55) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the ninth (9th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the ninth (9th) Lease Year of the Lease Term;

A Minimum Annual Rent of $44.22 per square foot of Store Floor Area, or Three Hundred Seventy-Five Thousand Five Hundred Sixty and 46/100 Dollars ($375,560.46) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the tenth (10th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the tenth (10th) Lease Year of the Lease Term;

A Minimum Annual Rent of $45.10 per square foot of Store Floor Area, or Three Hundred Eighty-Three Thousand Thirty-Four and 30/100 Dollars ($383,034.30) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the eleventh (11th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the eleventh (11th) Lease Year of the Lease Term;

A Minimum Annual Rent of $46.00 per square foot of Store Floor Area, or Three Hundred Ninety Thousand Six Hundred Seventy-Eight and 00/100 Dollars ($390,678.00) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the twelfth (12th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the twelfth (12th) Lease Year of the Lease Term;

A Minimum Annual Rent of $46.92 per square foot of Store Floor Area, or Three Hundred Ninety-Eight Thousand Four Hundred Ninety-One and 56/100 Dollars ($398,491.56) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the thirteenth (13th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the thirteenth (13th) Lease Year of the Lease Term;

A Minimum Annual Rent of $47.86 per square foot of Store Floor Area, or Four Hundred Six Thousand Four Hundred Seventy-Four and 98/100 Dollars ($406,474.98) per annum (based on the

Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the fourteenth (14th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the fourteenth (14th) Lease Year of the Lease Term; and

A Minimum Annual Rent of $48.82 per square foot of Store Floor Area, or Four Hundred Fourteen Thousand Six Hundred Twenty-Eight and 26/100 Dollars ($414,628.26) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the fifteenth (15th) Lease Year of the Lease Term and continuing thereafter through and including the last month of the Lease Term.

(i) **Minimum Annual Rent During the Renewal Term:** A Minimum Annual Rent of $49.80 per square foot of Store Floor Area, or Four Hundred Twenty-Two Thousand Nine Hundred Fifty-One and 40/100 Dollars ($422,951.40) per annum (based on the Store Floor Area), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the first (1st) Lease Year of the renewal term and continuing thereafter through and including the last month of the renewal term.

(j) **Percentage Rent:** Six percent (6.0%) of the amount by which Tenant's Gross Sales (as hereinafter defined) at the Premises exceeds the Sales Breakpoint (as hereinafter defined) during each Lease Year of the Term.

(k) **Sales Breakpoint During the Primary Term:** $7,500,000.00 per annum for each Lease Year from the Commencement Date through and including the expiration of the first (1st) Lease Year;
$7,650,000.00 per annum for each Lease Year from the second (2nd) Lease Year through and including the expiration of the second (2nd) Lease Year;
$7,803,000.00 per annum for each Lease Year from the third (3rd) Lease Year through and including the expiration of the third (3rd) Lease Year;
$7,959,060.00 per annum for each Lease Year from the fourth (4th) Lease Year through and including the expiration of the fourth (4th) Lease Year;
$8,118,241.20 per annum for each Lease Year from the fifth (5th) Lease Year through and including the expiration of the fifth (5th) Lease Year;
$8,280,606.00 per annum for each Lease Year from the sixth (6th) Lease Year through and including the expiration of the sixth (6th) Lease Year;
$8,446,218.10 per annum for each Lease Year from the seventh (7th) Lease Year through and including the expiration of the seventh (7th) Lease Year;
$8,615,142.40 per annum for each Lease Year from the eighth (8th) Lease Year through and including the expiration of the eighth (8th) Lease Year;
$8,787,445.20 per annum for each Lease Year from the ninth (9th) Lease Year through and including the expiration of the ninth (9th) Lease Year;
$8,963,194.10 per annum for each Lease Year from the tenth (10th) Lease Year through and including the expiration of the tenth (10th) Lease Year;
$9,142,457.90 per annum for each Lease Year from the eleventh (11th) Lease Year through and including the expiration of the eleventh (11th) Lease Year;
$9,325,307.00 per annum for each Lease Year from the twelfth (12th) Lease Year through and including the expiration of the twelfth (12th) Lease Year;
$9,511,813.10 per annum for each Lease Year from the thirteenth (13th) Lease Year through and including the expiration of the thirteenth (13th) Lease Year;
$9,702,049.30 per annum for each Lease Year from the fourteenth (14th) Lease Year through and including the expiration of the fourteenth (14th) Lease Year; and
$9,896,090.20 per annum for each Lease Year during the remainder of the Lease Term (prorated for any Partial Lease Year).

(l) **Sales Breakpoint During the Renewal Term:** $10,094,012.00 per annum during the renewal term.

(m) **Common Area Maintenance Charge:** The Common Area Maintenance Charge payable for the period commencing on the Commencement Date through the first December 31 which is at least twelve (12) full calendar months after the Commencement Date shall be: Twenty-Seven and 00/100 Dollars ($27.00) per square foot of Store Floor Area, (as determined pursuant to Section 1.1(d) per annum, subject to adjustment as set forth herein. The Common Area Maintenance Charge shall be increased in accordance with the following: For and with respect to each and every calendar year or partial calendar year, beginning on the first January 1 which is at least twelve (12) full calendar months after the Commencement Date and each and every January 1st thereafter during the Term, the Common Area Maintenance Charge shall be increased on the first day of each such calendar year by an annual amount equal to two and one-half percent (2.5%) of the Common Area Maintenance Charge payable by Tenant to Landlord for the immediately preceding calendar year. Any partial calendar year occurring at the beginning or end of the Term shall be computed on an annualized basis and prorated accordingly.

(n) **Real Property Tax Charge:** All ad valorem real property taxes are included in the Minimum Annual Rent.

(o) **Trade Name:** "Earl's Kitchen and Bar".

(p) **Permitted Use:** The Premises shall be permitted to be used by Tenant solely for the purpose of conducting therein an "Earl's Kitchen and Bar" sit-down restaurant serving alcoholic beverages (provided Tenant obtains a liquor license from the required governmental agency(ies) having jurisdiction and maintains same at all times and maintains so-called "liquor liability" insurance, as set forth in Section 10.7) similar to other Earl's Kitchen and Bar restaurants in the United States, with a menu substantially similar to that attached hereto as **Exhibit K**, as well as the incidental sale of prepared food to customers in a manner consistent with Tenant's normal business operations (the "Project"), subject to the requirements of and as provided in Section 7.1. Any and all other use(s) shall require Landlord's prior written consent, with such consent not to be unreasonably withheld or delayed.

(q) Notice Addresses: Landlord: SDG DADELAND ASSOCIATES, INC.
c/o M.S. Management Associates Inc.

225 West Washington Street
Indianapolis, IN 46204

Tenant: EARLS OF MIAMI, FL (DADELAND)
108b-949 West 3rd Street
North Vancouver, BC V7P 3P7
Attn: Steve Andrews

Prior to opening, with a copy to:

Hartman Simons & Wood LLP
6400 Powers Ferry Road, NW
Suite 400
Atlanta, Georgia 30339
Attn: Abbye Dalton, Esq.

(r) Protected Area: That portion of the Center depicted on the version of the site plan thereof attached hereto and made a part hereof as Exhibit A-1, and further described in Section 2.5 below.

Section 1.2. Exhibits.

The exhibits listed below and attached to this Lease are incorporated herein by this reference as if fully reproduced and set forth herein:

EXHIBIT A	Site Plan of the Center [Note: This Exhibit is provided for informational purposes only, and shall not be deemed to be a warranty, representation or agreement by Landlord that the Center or buildings and/or any stores will be exactly as configured and/or indicated thereon (subject to Section 2.5 below), or that the other tenants which may be identified thereon are or will be occupants in the Center.]
EXHIBIT A-1	Depiction of the Premises, the Service Area, Service Corridors, Service Area, Valet Stand Area (per §2.1), Valet Parking Area, Protected Area.
EXHIBIT B	Legal Description of Landlord's Tract
EXHIBIT C	Description of Landlord's and Tenant's Work
EXHIBIT C-1	Utility Point of Connection
EXHIBIT C-2	Gas Manifold Location
EXHIBIT D	Rules and Regulations for Tenants
EXHIBIT E	Tenant's Proposed Floor Plans and Building Elevations
EXHIBIT F	Tenant's Proposed Signage
EXHIBIT G	Intentionally Deleted
EXHIBIT H	Memorandum of Lease Agreement
EXHIBIT I	Intentionally Deleted
EXHIBIT J	Intentionally Deleted
EXHIBIT K	Menu

ARTICLE II
LEASED PREMISES AND TERM

Section 2.1. Lease of Premises.

For the consideration of, and on, subject to, and with the benefit of the terms, covenants, conditions, rights, restrictions and agreements contained herein, Landlord hereby demises and leases to Tenant, without representation or warranty of any kind or nature whatsoever (except as expressly provided elsewhere in this Lease to the contrary), and Tenant hereby hires and leases from Landlord, for the Term, the Premises, with the exclusive right to (i) use the Premises for the construction of certain improvements thereon and the operation of the Project therein and thereon and (ii) install certain utility facilities serving the Premises (other than the utilities to be brought as part of Landlord's Work as described in Section 3.7), whether located within the Premises or the Common Areas in the immediate vicinity thereof, and dumpsters within the trash receptacle area located as shown on Exhibit A-1 ("**Service Area**") (collectively, the "**Utility Facilities**"), together with the non-exclusive right and easement to use the Protected Area and other Common Areas for access and parking, utilities, HVAC systems, trash storage and removal, receipt of deliveries, and the interior and exterior service corridors and elevators identified on Exhibit A-1, for trash removal and deliveries ("**Service Corridors**") subject to Landlord's reserved rights as set forth in Article VI below. Tenant shall have the right to put tables, chairs and portable heaters in the patio area and use them to serve food and beverages to Tenant's guests. Tenant shall keep the patio area clean and free from debris.

Landlord may, but shall not be obligated to, operate or cause to be operated a valet parking service for the customers of the Center. If Landlord elects to operate a valet parking service, such service shall be performed in a professional and efficient manner, and Landlord shall have the right, but not the obligation, to charge its customers for the use of such valet parking. If Landlord does not operate a valet parking service, then subject to Tenant's ability to obtain all required governmental approvals, Tenant shall be permitted to operate or cause to be operated a valet parking service for the exclusive use of Tenant's patrons.

In the event Tenant operates or causes to be operated such valet parking service for its patrons, such valet area(s) shall initially be located in the area shown on Exhibit "A-1". Landlord shall grant non-exclusive parking rights to Tenant, for Tenant's valet service, for not less than fifty (50) spaces without additional charge to Tenant. Such valet parking shall have a non-exclusive pick-up/drop-off area located in the area shown as "Valet Stand" on Exhibit "A-1".

In the event Tenant operates or causes to be operated such valet parking service for its patrons, it shall make commercially reasonable efforts to utilize Landlord's current vendor to operate such service but shall not be required to do so if such vendor is unable to deliver valet services in the manner and at a cost reasonably acceptable to Tenant. Tenant (or its valet parking contractor) shall have the right, but not the obligation, to charge it customers for the use of such valet parking. Landlord shall have the right to relocate the valet parking area to another parking area in the Center on thirty (30) days written notice to Tenant, provided that such new valet parking area is within a reasonable return time from the Premises and provided further that the total number of spaces available is not less than fifty (50) space on the non-exclusive basis.

In addition, Landlord agrees that four (4) parking spaces designated as "Short-Term Parking" on Exhibit "A-1" attached hereto shall be marked as short-term parking spaces, as long as such designation is permitted by the applicable governmental authorities.

Section 2.2. Lease Term.

The Primary Term of this Lease shall be fifteen (15) full Lease Years (as hereinafter defined), commencing on the Commencement Date and expiring on the last day of the fifteenth (15th) full Lease Year, unless sooner terminated or extended as provided herein. During the period commencing on the Execution Date and ending on the Commencement Date (the "**Interim Term**"), except as specified herein to the contrary, Tenant and Landlord shall have all rights and obligations provided in this Lease, except that during the Interim Term Tenant shall not be required to pay Rent, as defined in Section 5.3.

Section 2.3. Option to Extend.

Provided Tenant is not then in default (beyond any applicable notice and cure period) of any obligation, covenant, warranty or agreement to be kept, honored, performed or observed by Tenant under this Lease and Tenant has achieved Gross Sales, as defined in Section 4.4(f) of at least Seven Million and 00/100 Dollars ($7,000,000.00) in the twelve (12) consecutive full calendar months immediately prior to Tenant's renewal notice to Landlord, Tenant shall have and is hereby granted an option to extend the Primary Term (the "**Option**") for up to one (1) additional period of five (5) Lease Years (such 5-Lease Year period being referred to herein as a "**Renewal Term**"), which shall commence immediately upon the expiration of the Primary Term and, except as expressly stated elsewhere in this Lease to the contrary, shall be upon the same terms and conditions as are set forth herein. Provided Tenant is not then in default of this Lease (beyond any applicable notice and cure period), Tenant may exercise the Option by giving Landlord a renewal notice no less than three hundred sixty-five (365) days and no more than four hundred eighty-five (485) days prior to the expiration of the Primary Term. In the event Tenant defaults under this Lease (beyond any applicable notice and cure period) between the date any such renewal notice is given and the expiration of the Primary Term, Landlord, in its sole discretion, may disregard said renewal notice by delivery of written notice to Tenant and thereafter shall not be obligated to lease the Premises to Tenant for such Renewal Term, and the Lease shall terminate at the end of the Primary Term. The Primary Term and Renewal Term, as and when exercised, are collectively referred to in this Lease as the "**Term**."

Section 2.4. Lease Year Defined.

As used in this Lease, the term "Lease Year" shall mean each consecutive twelve (12) calendar month period commencing on the first day of the first full calendar month after the Commencement Date (unless the Commencement Date is the first day of a calendar month, in which case, said date shall be the Commencement Date), with the first Lease Year hereof commencing on the first day of the first full calendar month after the Commencement Date (unless the Commencement Date is the first day of a calendar month, in which case, the first Lease Year hereof shall commence on such date). As used in this Lease, "Partial Lease Year" shall mean that portion of the Term commencing on the Commencement Date and ending upon the commencement of the first Lease Year. Such Partial Lease Year shall be added to and constitute a part of such first Lease Year.

Section 2.5. Modifications to Center.

Landlord reserves the right to change or modify and add to or subtract from the size and dimensions of the Center or any part thereof, the number, location and dimensions of buildings and stores, the size and configuration of the parking areas, entrances, exits and parking aisle alignments, the dimensions of hallways, malls and corridors, the number of floors in any building, the location, size and number of tenant spaces and kiosks which may be erected, the identity, type and location of other stores and tenants, and the size, shape, location and arrangement of the Common Areas (as hereinafter defined), and to design and decorate any portion of the Center as it desires. Notwithstanding anything in this Lease to the contrary, however, (a) no part of the Premises, or Valet Stand Area (defined in Section 2.1) will be changed, and (b) no part of the Protected Area will be changed so as to have a material adverse impact upon (i) the access to and/or the visibility of the Premises from adjacent public roadways or adjacent Center service roads, nor (ii) the use of the Service Area or Service Corridors, except as a result of any casualty, condemnation or other occurrence beyond Landlord's control (and then, so long as Landlord has used commercially reasonable efforts to implement alternative solutions, if any are available). Landlord shall not be in default if such alternatives could not be implemented for reasons beyond Landlord's exclusive control.

ARTICLE III
TENANT'S PLANS AND TENANT'S WORK AND LANDLORD'S WORK

Section 3.1. Tenant's Plans; Plan Preparation; Permitting Period.

(a) Plans and Specifications; Landlord's Approval. Tenant covenants and agrees not to commence any of Tenant's Work (as defined in Section 3.2 below) within the Premises (or elsewhere on the Landlord's Tract) without first receiving Landlord's written approval of all of Tenant's plans and specifications relating to the exterior of the Building, the Premises and the Utility Facilities, including, without limitation, Tenant's utility plans and specifications, signage drawings, exterior elevations and plans and specifications for the interior build-out of the Premises (collectively, "Tenant's Plans"). Tenant's Plans shall be prepared by a registered architect (in the case of the exterior of the Building and the Premises) and registered civil engineer (in the case of the Utility Facilities) and shall, except to the extent expressly waived by Landlord in writing, conform to the Development Criteria (as hereinafter defined); provided, however, that Tenant's Plans' compliance with the Development Criteria shall in no way diminish Landlord's approval rights as provided herein. Within one hundred twenty (120) days after the Execution Date ("Plan Preparation Period"), Tenant shall submit to Landlord (to the attention of the Tenant Coordination Department, Attn: Kevin Korthuis, at Landlord's Indianapolis, Indiana, notice address) a pdf file and two (2) prints of a complete set of Tenant's Plans. Following Landlord's receipt thereof, Landlord shall have fifteen (15) days to either approve or disapprove Tenant's Plans, in its reasonable judgment; provided, however, that Tenant's Plans shall be approved if they do not materially vary from the design proposals attached hereto and made a part hereof as Exhibit E). If Tenant's Plans are not wholly approved, Landlord shall return the same to Tenant with such comments as will enable Tenant to conform the same. Upon Tenant's resubmittal (or subsequent resubmittals) of those portions of Tenant's Plans not previously approved, Landlord shall have ten (10) days following its receipt thereof to either approve or disapprove the same, in its reasonable judgment. If the resubmitted Tenant's Plans are not wholly approved, Landlord shall return the same to Tenant with such comments as will enable Tenant to conform the same. Should Landlord fail to approve or comment on Tenant's Plans within the aforementioned time period(s), then Tenant may send written notice to Landlord indicating that failure to approve or comment on such Tenant's Plans within ten (10) days after receipt of said written notice shall be deemed approval and if Landlord fails to approve or comment on such Tenant's Plans within such ten (10) day period, then Tenant's Plans shall be deemed approved. In any event, Tenant covenants and agrees that construction of the improvements in the Premises and the Utility Facilities shall be prosecuted only in accordance with Tenant's Plans as finally approved (or deemed approved) by Landlord. Once approved by Landlord, Tenant's Plans shall be deemed to be in compliance with the Development Criteria. Notwithstanding the above, Tenant agrees to begin the preparation of Tenant's Plans promptly upon Lease Execution and to diligently pursue the completion thereof and submissions to Landlord. Tenant shall have one hundred twenty (120) days from the earlier of: (i) the end of the Plan Preparation Period, or (ii) the date of Landlord's approval of Tenant's Plans ("Permitting Period") to obtain all necessary permits to perform Tenant's Work and to obtain any other permits and licenses necessary for Tenant to operate a restaurant in the Premises under its Permitted Use (in the aggregate, "Permits"). Tenant shall submit for its Permits within ten (10) days of Landlord's approval of Tenant's Plans and diligently pursue the receipt thereof. In the event Tenant has been diligently pursing the receipt of its Permits and fails to receive any or all of such needed permits within the Permitting Period, Tenant or Landlord may extend, one time only, the Permitting Period for two hundred seventy (270) additional days if necessary, and in such event, all references herein to "Permitting Period" shall include such additional 270-day period. Tenant shall avail itself of Landlord's assistance if offered to expedite the receipt of any of Tenant's needed permits and licenses. The parties hereby acknowledge and agree that the obligations of Tenant to lease the Premises are subject to the Tenant's receipt of Permits. In the event that Tenant fails to obtain the Permits on terms and conditions and at a cost satisfactory to Tenant during the Permitting Period, Tenant shall have the right to terminate this Lease on or before the last day of the Permitting Period by delivery of written notice to Landlord, whereupon this Lease shall automatically terminate and the parties hereto shall have no further rights or obligations hereunder, except as expressly set forth herein to survive termination. In the event that Tenant satisfies or elects, in its sole discretion, to waive receipt of Permits as a condition to Tenant's obligations hereunder, Tenant shall send written notice of such satisfaction and/or

waiver to Landlord on or before the last day of the Permitting Period. In the event that Tenant fails to send such written notice of satisfaction or waiver of the Permitting Period conditions to Landlord on or before the last day of the Permitting Period, this Lease shall automatically terminate and the parties hereto shall have no further rights or obligations hereunder, except as expressly set forth herein to survive the termination of this Lease. In the event that Tenant does not receive its Permits during the Permitting Period but elects to waive that condition by delivery of written notice to Landlord, then Landlord shall have the right to terminate this Lease by delivery of written notice to Tenant within ten (10) days after the date of receipt of Tenant's written waiver of the Permitting Period, whereupon this Lease shall automatically terminate and the parties hereto shall have no further rights or obligations hereunder, except as expressly set forth herein to survive termination.

(b) No Warranty. Notwithstanding anything set forth in Section 3.1(a) above to the contrary, neither Landlord's approval and acceptance of Tenant's Plans, nor any subsequent inspections or approvals of the Premises and the Utility Facilities during construction or thereafter shall constitute a warranty or representation by Landlord or any of Landlord's agents, representatives or designees as to the technical sufficiency, adequacy or safety of the Premises and the Utility Facilities, or of any of their component parts, or of any physical condition or feature pertaining thereto or to the Premises, or a representation that Tenant's Plans provide for the construction of improvements which comply with all applicable laws, rules, ordinances or regulations, or to render Landlord or any of Landlord's agents, representatives or designees liable with respect thereto.

(c) Required Modifications. If Tenant's Plans are modified as a result of conditions placed on Tenant as a prerequisite to obtaining the Permits, Tenant shall submit all such modifications to Landlord for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed). Should Landlord fail to approve or comment on any such modifications of Tenant's Plans within ten (10) days after the date of their submission to Landlord, then Tenant may send written notice to Landlord indicating that failure to approve or comment on such Tenant's Plans within ten (10) days after receipt of said written notice shall be deemed approval and if Landlord fails to approve or comment on such Tenant's Plans within such ten (10) day period, then such modifications shall be deemed approved. Tenant shall not proceed further with Tenant's Work unless and until Landlord has approved (or been deemed to have approved) said modifications. Such modifications as are approved by Landlord shall become part of Tenant's Plans.

(d) Development Criteria. Reference is made to that certain document prepared by Landlord and known as the "Tenant Information Handbook" in the form that was sent to Tenant on July 26, 2012, and the "Description of Tenant's Work," a copy of which is attached hereto and made a part hereof as Exhibit C (collectively, the "Development Criteria"). Tenant covenants and agrees that, except to the extent expressly waived by Landlord in writing (which "writing" shall include Landlord's approval of Tenant's Plans as provided in Section 3.1(a) above), Tenant's development and construction work in the Premises and the Utility Facilities (and all other related improvements) and operation of the Project in the Premises shall comply in all material respects therewith. To the extent the provisions of the Development Criteria are inconsistent with the provisions of this Lease, the terms of this Lease shall control.

(e) Alterations. Following the completion of Tenant's Work, Tenant covenants and agrees not to make any alterations, improvements and/or additions of any kind or nature to the Building, the Utility Facilities and/or the Premises, or any part(s) thereof, without the prior written approval of Landlord, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, however, Tenant may make non-structural alterations, improvements and/or additions to the interior of the Premises without Landlord's approval, and may make alterations, improvements and/or additions to the exterior façade of the Building adjacent to the Premises, costing less than $250,000.00 (in 2012 US dollars, without Landlord's approval, provided that (i) such alterations, improvements and/or additions otherwise comply with the requirements of this Section 3.1(e), (ii) Tenant delivers copies of Tenant's plans therefor to Landlord, for informational purposes only, before beginning any work related thereto and (iii) such alterations, improvements or additions are part of a national or regional remodeling program. Notwithstanding anything to the contrary in this Section 3.1(e), Tenant agrees to coordinate any alterations, additions or improvements in or to the Premises with Landlord (including non-structural alterations that do not require Landlord's consent) and to provide Landlord with reasonable advance notice of any such alterations, additions or improvements to allow Landlord to post notices of non-responsibility. In addition, upon completion of any such alterations, additions or improvements, provided a Notice of Commencement has been recorded, Tenant agrees to cause a notice of completion to be recorded in the office of the Recorder of the County in which the Premises is located. All alterations, improvements and additions shall be made in accordance with plans and specifications prepared by (or for) Tenant in accordance with the Development Criteria and this Lease and, with respect to those requiring Landlord's consent, approved by Landlord in the same manner and subject to the time limitations as are set forth in Section 3.1(a) above (excepting any right afforded Landlord or Tenant therein to terminate this Lease), and with all applicable governmental requirements. Landlord's approval (or deemed approval) of any such plans and specifications shall not constitute the assumption of any liability on the part of Landlord for their compliance or conformity with applicable governmental requirements, or of their accuracy, and Tenant shall be solely responsible for the preparation of all such plans and specifications. All permitted alterations, additions and/or improvements to the Building, the Utility Facilities and/or the Premises, or any part(s) thereof, and all non-structural alterations, additions and/or improvements thereto for which Landlord's approval is not required, shall be performed in a first-class, good and workmanlike manner, using first-quality materials by a reputable contractor who is insurable, bondable and licensed in the State and shall, when once made or installed, be deemed to have attached to the fee but shall remain the property of Tenant until the end of the Term, or other expiration of this Lease, at which time they shall become the property of Landlord and shall be delivered in as good order, condition and repair as when first installed, reasonable wear and tear and damage by unavoidable casualty excepted [also see Section 7.7 below with respect to painting, decorating and alterations of exterior treatments and structure].

(f) Ownership of Building. Title to the improvements to the Premises, whether permanent improvements or part of Tenant's personal property, trade fixtures, furniture and/or equipment and all other improvements, except for the portion paid for with the Tenant Allowance (defined in Section 22.23), constructed, installed and/or erected by or on behalf of Tenant on the Premises shall be and remain in Tenant during the Term. Upon

the termination of this Lease, whether by expiration of the Term or otherwise, title to all permanent improvements constructed, installed and/or erected by or on behalf of Tenant on the Premises (the **"Permanent Improvements"**) shall, subject to the provisions of this Lease governing Tenant's surrender of the Premises, automatically be transferred to Landlord without any further action by Tenant (or Landlord) to effect the same; provided, however, that without in any way affecting such automatic transfer or the self-operative effect thereof, Tenant shall, within thirty (30) days following the date of Landlord's request, confirm such transfer by executing such commercially reasonable documents and instruments as may be reasonably necessary to evidence and confirm such transfer. Any Utility Facilities located outside the Premises shall be considered Permanent Improvements and shall vest with Landlord upon the installation thereof.

(g) Inspection. During the performance of Tenant's Work or thereafter when Tenant is making alterations, improvements and/or additions to the Building, the Utility Facilities and/or the Premises (if and as permitted in Section 3.1(e) above), Landlord and/or Landlord's designee (or their representatives), at their own risk and without cost to Tenant, may from time to time inspect the Building, the Utility Facilities and/or the Premises (upon reasonable prior notice to Tenant or Tenant's on-site representative(s)) to assure themselves that all such construction and installation activities are being undertaken in a first-class, good and workmanlike manner in accordance with Tenant's Plans. In connection with the foregoing and as additional consideration for Tenant's construction of the Utility Facilities and build-out of the Premises, Tenant covenants and agrees to: (i) construct and install the Utility Facilities and build-out the Premises pursuant to Tenant's Plans, as approved by Landlord, (ii) coordinate all such construction with Landlord and any other utility providers, and (iii) make no claim or demand against Landlord for or on account of any conflict between Tenant's rights hereunder and any easement rights of any other party, private utility or public body of public record as of the Execution Date.

Section 3.2. Tenant's Work.

Subject to Tenant's receipt of its Permits, and completion of Landlord's Work, Tenant shall commence construction in the Premises and of all other improvements required for the operation of the Project on the Premises in accordance with Tenant's Plans (which construction and associated work shall hereinafter be referred to, collectively, as **"Tenant's Work"**). Except as set forth in Section 3.7, Tenant further agrees that it will be taking possession of the Premises in its "as is" condition, and that, except as expressly provided herein, Landlord has made no representations or warranties as to the compliance of the Premises with applicable laws respecting the condition and suitability for the permitted use thereof or the presence or absence of Hazardous Materials in, at, under, above or abutting the Premises or the Center; the foregoing, however, shall not constitute a waiver of rights, if any, that Tenant may have against Landlord for contribution in the event Hazardous Materials are subsequently discovered in the Premises or the Center. If necessary, Landlord shall provide temporary power to the Premises during Tenant's period of construction, sufficient for Tenant's needs and at a reasonable cost to Tenant. No staging or tool storage areas are available on Landlord's Tract for Tenant's use during its construction period, and Tenant may not place a construction trailer in the Center.

Section 3.3. Commencement and Completion of Tenant's Work.

Tenant, subject to Force Majeure (as defined in Section 22.5 below), covenants and agrees to: (a) commence Tenant's Work within ten (10) days after the later of (i) Tenant's receipt of the Permits or (ii) completion of Landlord's Work described in Section 3.7 and delivery of vacant and exclusive possession of the Premises; and (b) thereafter diligently prosecute, or cause to be prosecuted, Tenant's Work to completion.

Section 3.4. Restrictions on Tenant's Work.

Except with respect to Tenant's approved temporary trailer and staging area (see Section 3.2 above), Tenant covenants and agrees not to obstruct the sidewalks, walkways, parking areas, roadways and driveways located contiguous to the Premises during its period of construction, it being expressly understood that Landlord has reserved unto itself, its other tenants and occupants of space within the Center and their respective customers, employees and invitees, the non-exclusive use thereof for pedestrian and vehicular traffic over all such Common Areas. Except with respect to Tenant's approved temporary trailer and staging area, Landlord and Tenant expressly covenant and agree not to erect any barricades, fences or other barriers which would in any manner impede vehicular and pedestrian traffic on, across or over any such Common Areas. Notwithstanding the anything to the contrary contained herein or elsewhere in this Lease or the Tenant Information Handbook, Tenant shall have the right and ability to enter adjacent tenant spaces and the roof to install and service Tenant's under-slab utility line and rooftop equipment.

Section 3.5. Signs, Awnings and Canopies.

Other than those expressly permitted herein, Tenant shall not place or permit on any exterior door or window or on any exterior wall of the Building or elsewhere on the exterior of the Premises any sign, awning, canopy, advertising matter, decoration, lettering or other thing of any kind which has not been approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed (but shall be deemed to have been already given with respect to any and all such signage, etc. depicted on the design proposals attached hereto and made a part hereof as Exhibit F). Notwithstanding the foregoing, and upon Tenant's receipt of all necessary Permits therefor, Tenant shall be permitted to erect and maintain its proto-typical signage, etc. on the exterior of the Building (as shown on the design proposals attached hereto and made a part hereof as Exhibit F). Tenant's trade name shall be included on all directories within the Center, including any of Landlord's signs within the parking lot and/or garage designed for the purpose of directing customers to restaurants and on Landlord's website, both at Landlord's expense. All of Tenant's signs are subject to code and the Development Criteria.

Section 3.6. Signage.

Tenant shall not erect any pylon or monument signs on the Premises or the Center or any building or rooftop signs on the exterior of Building. Notwithstanding the preceding sentence, however, Tenant may install, subject to

code, and maintain up to two (2) building signs on the exterior fascias of the Building, but not on the rooftop thereof, and to construct the other related improvements thereon in accordance with and in the locations shown on the design proposals attached hereto and made a part hereof as Exhibit F. Notwithstanding anything set forth hereinabove to the contrary, Landlord reserves the right to approve the final design and specifications and exact location of all signs, etc. to be located on the exterior of the Building or the Premises prior to installation, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant shall agree to a mutually acceptable directional and wayfinding signage package within thirty (30) days of full execution of this Lease.

Section 3.7. Landlord's Work.

Landlord shall complete the work set forth on Exhibit C ("Landlord's Work"). Landlord's Work shall be performed exclusively by Landlord at Landlord's sole expense in accordance with those certain plans and specifications issued for permit on 11/14/11 and with changes as required by the Building Department on 2/24/12, 4/23/12 and 5/5/12 and with changes required by the Public Works Department, and Bulletin #3 dated 7/30/12 (collectively "**Landlord's Approved Plans**"), which plans are hereby approved by Tenant. It is understood that Landlord shall make the following revisions to the aforementioned plans: (1) Landlord shall install a Nana Wall System on the exterior walls in accordance with plans mutually approved by Landlord and Tenant, (2) Landlord shall relocate door #47 to a location mutually agreed to by Landlord and Tenant, (3) Landlord shall relocate the vertical conduit bank from the northwest corner of the stair tower to the northeast corner of the stair tower. "Completion" of Landlord's Work occurs when Tenant receives an as-built drawing certified by Landlord's architect or engineer from Landlord that certifies completion of Landlord's Work in accordance with Landlord's Approved Plans that Landlord's Work has been completed in accordance with the governmentally approved Landlord's Approved Plans. Landlord shall complete Landlord's Work on or before September 1, 2013 ("**Delivery Deadline**").

If Landlord's Work has not been completed (except for Tenant's Nana Wall System) and vacant and exclusive possession of the Premises has not been delivered to Tenant by the Delivery Deadline or said Nana Wall System is not complete by May 24, 2013 ("**Nana Wall Deadline**"), then, for so long as Landlord fails to Complete Landlord's Work and deliver exclusive possession of the Premises to Tenant by the Delivery Deadline or the Nana Wall System by the Nana Wall Deadline, as the case may be, Tenant shall have the following remedy options available to it:

(a) Provided that Tenant is in receipt of Permits, Tenant shall have the right to terminate this Lease by delivery of thirty (30) days' prior written notice to Landlord (during which 30-day post-notice period Landlord may vitiate such notice by completing Landlord's Work and delivering vacant and exclusive possession of the Premises to Tenant), and neither party shall have any further rights or obligations to the other under this Lease (except for any obligations that shall expressly survive such termination). In the event that Tenant terminates the Lease pursuant to this subparagraph (a), Landlord shall reimburse Tenant for all third party out-of-pocket costs, incurred by Tenant in connection with this transaction within thirty (30) days after the date of termination of this Lease, not to exceed $100,000.00, which obligation shall survive the termination of this Lease. The provisions of this Subparagraph (a) shall not apply to the completion of the Nana Wall System; or

(b) Provided that Tenant is in receipt of Permits and provided further that Tenant estimates that the cost to complete the remaining Landlord's Work is less than Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) (or $350,000.00 in the case of Landlord's failure to timely install the Nana Wall System), then after give Landlord at least thirty (30) days' prior written notice (during which 30-day post-notice period Landlord may vitiate such notice by completing Landlord's Work and delivering vacant and exclusive possession of the Premises to Tenant), Tenant shall have the right to enter upon the Premises and complete Landlord's Work and deduct all actual third party out-of-pocket expenses from all Rent due hereunder, the provisions of this subsection (b) shall be subject to Force Majeure; or

(c) After giving Landlord prior written notice of its intentions, to give Landlord additional time beyond the Delivery Deadline, in which case Tenant's remedy options (i) and (ii) above shall be preserved pending the completion of Landlord's Work and delivery of vacant and exclusive possession of the Premises to Tenant.

ARTICLE IV
RENT AND TAXES

Section 4.1. Minimum Annual Rent and Percentage Rent - Primary Term.

Commencing on the Commencement Date, Tenant covenants and agrees to pay to Landlord in advance on the first day of each month throughout the Primary Term (to the address specified in Section 22.7 below) the rental payments set forth hereinbelow, which payments shall be made without prior notice or demand and without any set-off or deduction whatsoever (unless specifically permitted herein):

(a) Minimum Annual Rent, as set forth in Section 1.1(h) above; and

(b) Percentage Rent, as set forth in Sections 1.1(i) and 1.1(k) above.

Section 4.2. Minimum Annual Rent and Percentage Rent - Renewal Term

In the event Tenant properly exercises the Option (as provided in Section 2.3 above), Tenant covenants and agrees to pay to Landlord in advance on the first day of each month throughout the Renewal Term (to the address specified in Section 22.7 below) the rental payments set forth hereinbelow, which payments shall be made without prior notice or demand and without any set-off or deduction whatsoever (unless specifically permitted herein):

(a) Minimum Annual Rent, as set forth in Section 1.1(i) above; and

(b) Percentage Rent, as set forth in Sections 1.1(j) and 1.1(l) above.

Section 4.3. Payment of Rent.

All payments to be made by Tenant to Landlord pursuant to the provisions of Sections 4.1 and 4.2 above, together with any and all other sums to be paid by Tenant pursuant to any other provision of this Lease (e.g., the "Additional Rent" as defined in Section 4.4(a) below), are collectively referred to herein as the "**Rent.**" If the Commencement Date is other than the first day of a calendar month, Tenant shall pay a prorated partial installment of Minimum Annual Rent for such partial calendar month as Tenant's first installment thereof.

Section 4.4. Miscellaneous Rent Provisions.

(a) Additional Rent. Any and all other amounts required or provided to be paid by Tenant under this Lease (other than Minimum Annual Rent and Percentage Rent) shall be deemed additional rent ("**Additional Rent**") and, upon Tenant's failure to pay Additional Rent as and when required hereunder, Landlord shall be entitled to exercise any and all rights and remedies contained in this Lease to collect the same, including those provided for Tenant's failure to pay Minimum Annual Rent. Such designation as "Additional Rent" shall be for purposes of Landlord's remedies, and not for any other purpose, including, but not limited to, accounting classifications. Tenant acknowledges and agrees that the amounts set forth herein as rent or additional rent do not include any and all applicable sales tax. Tenant shall pay to Landlord any and all applicable sales tax due and payable to any governmental authority as a result of the rent or additional rent being paid hereunder.

(b) Payment of Rent. All Rent and other amounts to be paid under this Lease by any method other than cash will be accepted by Landlord subject to collection. All payments of Rent and other amounts to be paid under this Lease shall be accompanied by any sales, margins, privilege or use (or similar) tax which may now or hereafter be imposed or levied by the State and whether or not assessed against Landlord or Tenant

(c) Delinquent Payments. Any installment of Rent or other amounts to be paid by Tenant which are not paid when due shall bear interest as of the first day of the month on which any such sum is due and owing at the lesser of (i) ten percent (10%) per annum or (ii) the highest legal rate permitted in the State.

(d) Percentage Rent. Tenant shall (i) not later than the twentieth (20th) day of each calendar month (or partial calendar month), deliver to Landlord a written statement, certified as accurate under oath by Tenant or an officer of Tenant, showing the Gross Sales (as defined in Section 4.4(f) below) made at the Premises for immediately preceding calendar month (or partial calendar month); and (ii) not later than sixty (60) days after the end of each Lease Year (or Partial Lease Year), deliver to Landlord a written statement, certified as accurate under oath by Tenant or an officer of Tenant, showing the Gross Sales made at the Premises in such Lease Year (or Partial Lease Year).

Percentage Rent shall become due and payable in each Lease Year (or Partial Lease Year) on the twentieth (20th) day of the calendar month immediately following the calendar month during which annual Gross Sales to date exceed the Sales Breakpoint for such Lease Year (or Partial Lease Year). Thereafter, Percentage Rent shall be paid monthly on all additional Gross Sales made at the Premises during the remainder of such Lease Year (or Partial Lease Year). Such payments shall be made concurrently with the submission by Tenant to Landlord of the written statement of monthly Gross Sales as provided above.

Tenant shall preserve for at least two (2) years at Tenant's Notice Address all original books and records disclosing information pertaining to its Gross Sales, including, but not limited to, cash register tapes, sales slips, sales checks, tax reports, bank deposit records, sales journals and other supporting data. Landlord and its agents shall have the right during normal business hours to examine and audit such books and records at Tenant's Notice Address (i.e., Tenant's headquarters, which are located in North Vancouver, British Columbia, as of the date of this Lease). If such examination or audit discloses an under-reporting of Gross Sales by five percent (5%) or more, or if Tenant's Gross Sales cannot be verified due to the insufficiency or inadequacy of Tenant's records, Tenant shall promptly pay to Landlord the cost of said audit. Tenant shall, in any event, promptly pay to Landlord the amount of any deficiency in Percentage Rent which is disclosed by such audit, plus interest in accordance with Section 4.4(c) above, as of the first day of the month on which any such amount was due and owing (and Landlord shall credit any overpayment by Tenant thereof to the next installment of Minimum Annual Rent due hereunder or, if at the end of the Term, shall promptly refund the same to Tenant).

(e) Payments on Tenant's Behalf. If Landlord pays any monies or incurs any expenses in curing a breach of this Lease by Tenant or incurs any expense as a result of Tenant's failure to perform any obligation of Tenant under this Lease, all amounts so paid or incurred by Landlord, together with all reasonable attorneys' fees and costs of tribunals at all levels, shall, on notice to Tenant, be considered to be Additional Rent and shall be paid by Tenant with the first Minimum Annual Rent installment thereafter due or, if Tenant's next installment of Minimum Annual Rent is due less than ten (10) days following receipt of such written notice, then within ten (10) days after the date of Tenant's receipt of notice hereunder.

(f) Gross Sales Defined. As used herein, the term "Gross Sales" shall mean the total amount of sales proceeds from all of the food, beverages and other goods and merchandise sold, and charges for all services performed, by Tenant or any other person or entity in, at, or from the Premises for cash, credit or otherwise, including, but not limited to, sales and services in, at or from the Premises pursuant to mail, e-mail, facsimile, telephone, telegraph or otherwise received or filled at the Premises. Excluded from Gross Sales shall be: (i) exchanges of inventory or merchandise between Tenant's stores made only for the convenient operation of Tenant's business and not to consummate a sale made in, at or from the Premises; (ii) returns to manufacturers; (iii) refunds to customers (but only to the extent the original sale was included in Gross Sales); (iv) sales of fixtures, machinery and equipment after use in Tenant's business in the Premises; (v) sales, excise or similar tax imposed by governmental authority and collected from customers and paid out by Tenant; (vi) bulk sales and bulk transfers of business merchandise made at other than retail;

(vii) revenue from vending machines and pay telephones installed for the convenience of customers; (viii) insurance proceeds; (ix) sales to employees (not to exceed four percent (4%) of Gross Sales per annum); (x) gift certificates until redeemed; (xi) credit card finance charges (not to exceed four percent (4%) of Gross Sales per annum) unless paid to Tenant by or collected from customers; (xii) any transaction where no consideration is received by Tenant, such as, but not limited to, complimentary meals and/or complimentary gift certificates and the discounted portion of sales (*e.g.*, if a "steak dinner" which may normally cost $40.00 is sold at a special price of $35.00, or for which the customer has a $5.00 coupon, only the $35.00 paid shall be included in Gross Sales); (xiii) sales, excise or similar tax imposed by governmental authority and collected from customers and paid out by Tenant (no other taxes shall be deducted from Gross Sales); and (xiv) separately stated tips and gratuities provided to Tenant's employees by customers.

Section 4.5. Taxes.

(a) Taxes. As used in this Lease, the term "Taxes" shall mean and include each of the business and miscellaneous taxes and charges referred to in clauses (i) and (ii) hereinbelow:

(i) Business Taxes. Tenant shall pay, during the Term, all license fees and occupation taxes applicable to the Project, and all taxes on any and all personal property owned or placed by Tenant and located upon the Premises.

(ii) Real Property Taxes. Any and all amounts relating to real property taxes, including but not limited to, ad valorem taxes, special assessments, and assessments against improvements, are included within the Minimum Annual Rent amounts and Tenant has no obligation to pay any additional amounts.

(iii) Miscellaneous Taxes and Charges. Intentionally Deleted.

(b) Other Taxes. Tenant shall pay Tenant's proportionate share of any governmental tax or charge (other than income tax) levied, assessed or imposed on account of the payment by Tenant or receipt by Landlord of, or based in whole or in part upon, the rents in this Lease reserved, including, without limitation, any taxes based on the gross receipts of Landlord related to the Center regardless of how captioned or titled.

ARTICLE V
COMMON AREAS

Section 5.1. Common Areas.

All parking areas, access roads and facilities furnished, made available or maintained by Landlord in or near the Center, including employee parking areas, truck ways, driveways, loading docks and areas, delivery areas, multi-story parking facilities (if any), package pickup stations, exterior elevators, escalators and pedestrian sidewalks, malls, courts and ramps, landscaped areas, retaining walls, exterior stairways, bus stops, first-aid and comfort stations, lighting facilities, sanitary systems, utility lines, water filtration and treatment facilities and other areas and improvements provided by Landlord for the general use in common of tenants and their customers and department stores in the Center (collectively, the "**Common Areas**") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all Common Areas. Tenant agrees to comply with all such rules and regulations (as set forth in Exhibit D attached hereto and made a part hereof) equitably applied and all reasonable amendments thereto imposed by Landlord from time to time (the "**Rules and Regulations**"). Notwithstanding anything set forth in the Rules and Regulations or Sections 3.5, 3.6 and/or 7.3 hereof to the contrary, Tenant may, subject to local code, display "Now Hiring" and "Grand Opening" signs on the Premises for up to thirty (30) days before and/or after Tenant opens the Project for business to the public.

Landlord reserves unto itself the right from time to time, with respect to Common Areas located outside of the Premises but subject to the provisions of Section 2.5 above, to: (i) change or modify and/or add to or subtract from the sizes, locations, shapes and arrangements of parking areas, entrances, exits, parking aisle alignments and other Common Areas; provided, however, the size of the parking areas in the Center shall not be substantially reduced; (ii) subject to the provisions below, restrict parking by Tenant's employees to designated areas; (iii) construct surface, sub-surface and/or elevated parking areas and facilities outside of the Protected Area; (iv) establish and, from time to time, change the level or grade of parking surfaces; (v) enforce parking charges (by meters or otherwise), provided that neither Tenant's guests nor Tenant's employees will be charged for parking, (vi) add to or subtract from the buildings in the Center; and (vii) do and perform such other acts in and to the Common Areas as Landlord, in its reasonable judgment, deems advisable for the use thereof by occupants of the Center and their customers and which do not materially, adversely affect Tenant's use, occupancy, access to/from and/or enjoyment of the Premises. As of the date hereof, Landlord has not designated an employee parking area; however, it reserves the right to do so in the future. In the event Landlord designates an employee parking area, Tenant shall require its employees to park in such area. Landlord agrees (i) that there shall be a sufficient number of parking spaces for Tenant's employees to utilize on a non-exclusive basis; (ii) the employee parking area shall be located within an area of the Center (which parking area may be on surface parking or within a parking garage) that is a reasonable walking distance from the Premises, secure and well lit, such that a female employee could walk there late at night; and (iii) there shall be no charge for parking in the employee parking area.

Section 5.2. Use of Common Areas.

Tenant and its business invitees, employees and customers shall have the nonexclusive easement, in common with Landlord and all others to whom Landlord has granted or may hereafter grant such rights, to use the Common Areas for purposes of access, ingress and egress to and from the Premises and for the parking of vehicles of Tenant and its employees or agents, subject to such reasonable regulations equitably applied as Landlord may, from time to time, impose and the rights of Landlord as set forth above.

Tenant shall abide by the Rules and Regulations and all other rules and regulations reasonably imposed and equitably applied by Landlord and cause its concessionaires, officers, employees and agents, and use reasonable efforts to cause its customers and invitees, to abide thereby. Landlord may from time to time temporarily close any Common Areas for reasonable periods of time as necessary to make repairs or changes, prevent the acquisition of public rights therein, discourage noncustomer parking or for other reasonable purposes, so long as Landlord provides Tenant with a reasonable alternative if there is a material adverse affect on Tenant's rights of parking or access. Tenant shall not interfere with Landlord's or other tenants' rights to use any part of the Common Areas and Landlord shall not interfere with Tenant's rights to use the Common Area as granted herein except as specified above.

Section 5.3. Landlord's Common Area Costs.

Landlord shall operate, manage, maintain and repair, or cause to be operated, managed, maintained and repaired, the exterior Common Areas of the Center, to the extent not undertaken by any department store, in a first class, "fashionable", high-quality condition at all time consistent with Tenant's obligations under Section 9.1(a).

Section 5.4. Tenant's Share of Landlord's Common Area Costs.

In consideration of Landlord's operation, management, maintenance and repair of the Center as provided herein, Tenant shall pay to Landlord, as Additional Rent, for and with respect to each and every calendar year during the Lease Term (prorated for any partial calendar year), in equal monthly installments due and payable in advance on the first day of each and every month during the Lease Term commencing with the Commencement Date, the Common Area Maintenance Charge as calculated pursuant to Section 1.1 herein. Tenant acknowledges and agrees that, because the Common Area Maintenance Charge is an amount agreed to by the parties, Tenant shall have no right to audit Landlord's books and records concerning the Common Area Maintenance Charge.

ARTICLE VI
UTILITIES

Section 6.1. Utility Connections.

Pursuant to Section 3.7, Landlord shall deliver water, sewer and grease interceptor stubs to the Premises pursuant to Exhibit C and Landlord's Approved Plans. Landlord shall stub entry conduits with pull strings for electric and telephone from the distribution rooms to the Premises. Gas will be available in the Center. Tenant shall be responsible to run a gas line from the manifold and meter bank locations to the Premises.. In connection with Tenant's development of the Project, Tenant, at its sole cost and expense, shall be responsible for extending the same, making all connections thereto (in the locations shown and as otherwise specified on Tenant's Plans) and restoring all property disturbed thereby to its original or improved condition, as the case may be. In the event any utility easements are needed to extend any of the Utility Lines to the Premises, Landlord shall grant such non-exclusive utility easements to the utility company. Landlord hereby represents and warrants that it has obtained all necessary easements in order to extend the utilities to be installed by Landlord to the Premises pursuant to Exhibit C and Landlord's Approved Plans.

If any utility lines are cut or damaged during the performance of Tenant's Work, Tenant shall repair, replace and/or reposition such utility line immediately, at Tenant's sole cost and expense, and notify the Center's operations director and Landlord's tenant coordinator thereof prior to beginning any related work.

Section 6.2. Tenant's Utility Expenses.

Tenant shall be solely responsible for and promptly pay directly to the applicable utility provider, all fees and charges incurred in connection with the connection to, delivery, consumption and use of all utility services at and to the Premises. All such utility services shall be separately metered (or sub-metered) at the Premises.

ARTICLE VII
CONDUCT OF BUSINESS BY TENANT

Section 7.1. Tenant's Use of Premises and Opening Covenant.

Throughout the Term, Tenant covenants and agrees that it shall have the right to occupy and use the Premises solely for the Project and the Permitted Use, and for no other use or purpose whatsoever, without the express prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed. The Permitted Use is a material consideration to Landlord in entering into this Lease so as to permit Landlord to maintain an appropriate occupant mix within the Center.

Section 7.2. Conduct of Tenant's Business.

Tenant agrees that to the extent it conducts business at the Premises it will be conducted: (i) under the trade name "Earl's Kitchen & Bar", or such other trade name as may be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; and (ii) open from at least 11:00 A.M. through 9:00 P.M. each day of the week, except Sunday, on Sundays from 12:00 P.M. through 6:00 P.M. and nationally-recognized holidays, and during such other days, nights and hours as Tenant deems appropriate, in the exercise of Tenant's good business judgment.

Section 7.3. Operation by Tenant.

Without the express prior written consent of Landlord, which may be given or denied in Landlord's sole discretion, Tenant covenants and agrees that it will: (i) not place or maintain any merchandise, vending machines or

other articles outside the Building; (ii) store any garbage, trash, rubbish and other refuse in rat-proof and insect-proof containers provided by Landlord in the ("Service Area"), (and Landlord shall cause the removal of same frequently and regularly, at Tenant's cost, provided the cost is competitive with like providers providing an equivalent level of service in the geographical area where the Center is located); (iii) not permit any sound system to be audible (other than a customer call system), or objectionable advertising medium to be visible, outside of the Premises; (iv) not commit or permit waste or a nuisance upon the Premises; (v) not permit or cause odors to emanate or be dispelled from the Premises other than normal cooking odors; (vi) not solicit business in the Common Areas nor distribute any advertising materials to, in or upon any Common Areas; (vii) not permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefor, nor permit any use of vehicles which will interfere with the use of any Common Areas; and (viii) comply with all enforceable laws, recommendations, ordinances, rules and regulations of governmental, public and other authorities and agencies, including those with authority over insurance rates, with respect to the use or occupancy of the Premises, and including, but not limited to, the Americans with Disabilities Act of 1990 ("**ADA**") and the Williams-Steiger Occupational Safety and Health Act ("**OSHA**"), and any laws, ordinances, rules and regulations pertaining to the storage and/or disposal of grease and grease byproducts.

Section 7.4. Storage.

Tenant shall store in the Premises only (a) merchandise and products which Tenant intends to sell at, in or from the Premises within a reasonable period of time after receipt thereof and (b) such supplies, records and office materials as are reasonably necessary to properly run the business of the Project within the Premises.

Section 7.5. Emissions and Hazardous Materials.

(a) Emissions. Tenant shall not, without the prior written consent of Landlord, which may be given or denied in Landlord's sole discretion:

(i) make, or permit to be made, any use of the Center and/or the Premises or any portion(s) thereof which emit or permit the emission of an unreasonable amount of dust, sweepings, dirt, cinders, fumes or odors (other than normal cooking odors) into the atmosphere, the ground or any body of water, whether natural or artificial (including rivers, streams, lakes, ponds, dams, canals, sanitary or storm sewers or flood control channels), in violation of any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;

(ii) permit any vehicle of Tenant on the Premises or the Center which emits exhaust in violation of any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;

(iii) create, or permit to be created, any sound level which will unreasonably interfere with the quiet enjoyment of any real property by any occupant of the Center, or which will create a nuisance or violate any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement. So long as Tenant is operating in the Premises according to its Permitted Use and in accordance with the customary operations of an Earl's Restaurant and Bar in the United States, Tenant shall not be deemed in violation of this Section 7.5(a)(iii);

(iv) transmit, receive, or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Premises or the Center, or which unreasonably interferes with the operation of any electrical, electronic, telephonic or other equipment wherever located, whether in the Premises or the Center;

(v) create or permit to be created any ground vibration that is discernible outside of the Premises; or

(vi) produce or permit to be produced any intense glare, light or heat except within an enclosed or screened area, and then only in such a manner that such glare, light or heat shall not be discernible outside of the Premises.

(b) Hazardous Materials. Tenant shall not, without the prior written consent of Landlord, cause or permit, knowingly or unknowingly, a regulated quantity of any Hazardous Material (as hereinafter defined) to be brought or remain upon, kept, used, discharged, leaked or emitted in or about, or treated in the Premises or the Center. As used in this Lease, "**Hazardous Material(s)**" shall mean and include any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include, without limitation, asbestos, petroleum products, the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq. ("**CERCLA**"), and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901 et seq. ("**RCRA**"), and the term "Hazardous Chemical" as defined in OSHA (hereinafter, "**Environmental Laws**"). Notwithstanding the foregoing, "Hazardous Materials" shall not be deemed to include cleaners or pesticides used by Tenant in connection with the ordinary operation of the Project; provided that all such cleaners and/or pesticides are used, handled, transported, stored and disposed of in strict compliance with all applicable federal, state and local laws, rules, regulations, codes, ordinances and all other governmental restrictions and/or requirements.

To obtain Landlord's consent hereunder, Tenant shall prepare an "**Environmental Audit**" for Landlord's review and submit it to Landlord's Notice Address, to the attention of the "Technical Services Department". Such

Environmental Audit shall list: (i) the name(s) of each Hazardous Material and a Material Safety Data Sheet ("MSDS") as required by OSHA; (ii) the volume proposed to be used, stored and/or treated at the Premises (monthly); (iii) the purpose of such Hazardous Material; (iv) the proposed on-premises storage location(s) thereof; (v) the name(s) of the proposed off-premises disposal entity; and (vi) an emergency preparedness plan in the event of any release. Additionally, the Environmental Audit shall include copies of all required federal, state and local permits concerning or related to the proposed use, storage or treatment of a regulated quantity of any Hazardous Materials at the Premises. Tenant shall submit a new Environmental Audit whenever it proposes to use, store or treat a regulated quantity of any new Hazardous Material in the Building and/or at the Premises or when the volume of any regulated quantity of existing Hazardous Materials to be used, stored or treated in the Building or at the Premises increases by ten percent (10%) during any thirty (30) day period. If Landlord, in its reasonable judgment, finds the Environmental Audit acceptable, then Landlord shall deliver Landlord's written consent to Tenant.

If Tenant causes an environmental assessment of any type to be performed upon the Premises and/or the Center at any time during the Term, Tenant agrees to promptly deliver copies of all draft and final reports, studies and analyses generated and/or prepared in connection therewith to Landlord for Landlord's review and comment prior to the issuance of any conclusive report (a copy of which shall also be delivered to Landlord for informational purposes); provided, however, that this provision shall not delay any reporting required by applicable law or court order.

Notwithstanding the granting of Landlord's consent, Landlord may revoke its consent if: (i) Tenant fails to remain in full compliance with all applicable environmental permits and/or any other requirements under any Environmental Laws related to environmental safety, human health or employee safety; (ii) Tenant's business operations pose or potentially pose a human health risk to other occupants of the Center; or (iii) Tenant expands its use, storage or treatment of a regulated quantity of any Hazardous Material in a manner inconsistent with the safe operation of a shopping center. Should Landlord consent in writing to Tenant bringing, using, storing or treating any Hazardous Material in or upon the Premises or the Center, Tenant shall strictly obey and adhere to any and all applicable federal, state and local laws, ordinances, order, rules, regulations, codes and any other governmental restrictions or requirements (including, but not limited to, CERCLA, RCRA and OSHA) which in any way regulate, govern or impact Tenant's possession, use, storage, treatment or disposal of said Hazardous Material. In addition, Tenant represents and warrants to Landlord that: (i) Tenant shall apply for and remain in compliance with any and all federal, state or local permits in regard to Hazardous Materials; (ii) Tenant shall report to any and all applicable governmental authorities any release of reportable quantities of any Hazardous Materials as required by any and all applicable federal, state and local laws, ordinances, orders, rules, regulations, codes and any other governmental restrictions or requirements which in any way regulate, govern or impact Tenant's possession, use, storage, treatment or disposal of said Hazardous Material and shall concurrently report the same to Landlord and the Center's operations director; (iii) Tenant, within five (5) days of receipt, shall send to Landlord and the Center's operations director a copy of any notice, order, inspection report or other document issued by any governmental authority relevant to Tenant's compliance status with Environmental Laws; and (iv) Tenant shall remove from the Building and Premises all Hazardous Materials on or before the expiration or earlier termination of this Lease.

In addition to, and in no way limiting, Tenant's duties and obligations as set forth in Section 11.6 below, should Tenant breach any of its duties and obligations as set forth in this Section 8.5, or if Tenant or its employees, agents or contractors causes or permits, knowingly or unknowingly, the presence of a regulated quantity of any Hazardous Material in the Center and/or on the Premises which results in contamination of the Premises, the Center, any land other than the Center, the atmosphere or any water or waterway (including groundwater), or if contamination of the Premises or the Center by a regulated quantity of any Hazardous Material otherwise occurs for which Tenant is otherwise legally liable to Landlord for damages resulting therefrom, Tenant shall indemnify, save harmless and, at Landlord's option and with attorneys approved in writing by Landlord, defend Landlord and Landlord's contractors, agents, employees, partners, officers, directors and mortgagees, if any, from and against any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action and losses of any and every kind and nature (including, without limitation, diminution in value of the Premises or the Center, damages for the loss or restriction on use of the rentable or usable space, damages arising from any adverse impact on marketing space in the Center, and sums paid in settlement of claims and for reasonable attorney's fees, consultant fees, expert fees and the costs of tribunals) at all levels, which may arise during or within fifteen (15) years after the expiration of the Term or any extension thereof as a result of such contamination, including, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision. The foregoing indemnification shall survive the expiration or earlier termination of this Lease. Without limiting the foregoing, if the presence of a regulated quantity of any Hazardous Material in or about the Premises or the Center caused or permitted by Tenant results in any contamination of the Premises or the Center, Tenant shall, at its sole expense, promptly take all actions and expense as are necessary to return the Premises and/or the Center to the condition in which it/they existed prior to the introduction of such regulated quantity of any such Hazardous Material; provided, however, that Landlord's approval of such remedial actions shall first be obtained in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

In no way limiting Landlord's duties and obligations as set forth in this Lease, Landlord shall not place a regulated quantity of any Hazardous Material on the Premises after commencement of Tenant's occupancy, and if the presence of a regulated quantity of any Hazardous Material on the Premises which was placed on the Premises by Landlord or Landlord's agents, employees and/or contractors or by subterranean migration from the premises of other tenants of Landlord results in contamination of the Premises, or if contamination of the Premises or of the Center by a regulated quantity of any Hazardous Material otherwise occurs for which Landlord is otherwise legally liable to Tenant for damage resulting therefrom, Landlord shall indemnify and save Tenant harmless, and, at Tenant's option, defend Tenant and Tenant's agents, employees, officers and directors, if any, from and against any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action and losses of any and every kind and nature (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Premises or any amenity of the Center, and sums paid in settlement of claims and for reasonable attorney's fees, consultant fees, expert fees and the cost of tribunals at all levels)

which may arise during or within fifteen (15) years after the expiration of the Term or any extension thereof as a result of such contamination), including, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision (excluding those Hazardous Materials that were caused or permitted, knowingly or unknowingly, by Tenant to be brought or remain upon or kept or used in or about the Premises). Without limiting the foregoing, if the presence of a regulated quantity of any Hazardous Material on or about the Premises or the Center caused or permitted by Landlord results in any contamination of the Premises, Landlord shall, at its sole expense, promptly take all actions as it is required by law to return the Premises or the Center to the condition in which it/they existed prior to the introduction of such regulated quantity of any such Hazardous Material to the Premises or the Center. However, for purposes of this paragraph, "Hazardous Materials" shall not include substances which are used by Landlord in the ordinary course of a business similar to Landlord's business; provided, however, that such substances are used, handled, transported, stored or disposed of in strict compliance with any and all applicable federal, state and local laws, statutes, rules, regulations, codes, ordinances and any other governmental restrictions or requirements which in any way regulate, govern or impact Tenant's possession, use, storage, treatment or disposal of said Hazardous Material. If such substances are not so used, handled, transported, stored or disposed, then they shall be deemed "Hazardous Materials" for purposes hereof.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in the State. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 7.6. Painting, Decorating, Displays and Alterations.

Tenant covenants and agrees not to make any alterations in violation of Section 3.1(e) above, and will promptly remove any paint, decoration, alteration, addition or change applied or installed in violation of Section 3.1(e) and restore the Premises to an acceptable condition or take such other action with respect thereto as Landlord shall direct.

Section 7.7. Sales and Dignified Use.

No public or private auction or any fire, "going out of business," bankruptcy or similar sale or auction shall be conducted in, at or from the Premises and the Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of merchandising in the Center and not in a disreputable or immoral manner or in violation of national, state or local laws or this Lease. The Premises shall in no event be used for any of the following:

(a) a tire, battery and/or automobile accessories store;

(b) an automobile or truck service or gas station or garage, whether for body or mechanical repair;

(c) an automobile or truck wash;

(d) an amusement or game room or similar establishment, including, without limitation, the use of pinball machines, electronic games and similar apparatus;

(e) a funeral home;

(f) a laundromat; and

(g) an "adult" bookstore and/or cinema, a "peepshow" or for entertainment of an obscene, pornographic or predominantly sexual nature.

Section 7.8. Radius Restriction.

If during the first five (5) years of the Initial Term, Tenant owns and/or operates (whether itself, or through a parent, subsidiary, or subsidiary of the parent company) another restaurant within five (5) miles of the Center ("Radius Restriction") (a "Radius Violation"), then as Landlord's sole remedy, the Minimum Rent shall be automatically increased by fifty percent (50%) calculated on a per diem basis for so long as the Radius Violation continues, such increase representing liquidated damages and not a penalty. Notwithstanding the above, provided a Radius Violation has not occurred during the first five (5) year of the Initial Term, the Radius Restriction shall be reduced to three (3) miles. In no event during the entire Term (including the Renewable Term) may Tenant so own and/or operate another restaurant at the center known as Merrick Park or other name so designated by its owner/manager.

ARTICLE VIII
MAINTENANCE OF BUILDING AND PREMISES

Section 8.1. Maintenance by Tenant.

(a) Maintenance Standard. At all times during the Term, Tenant, at its sole cost and expense, covenants and agrees to keep the Premises and all other improvements located thereon or therein (including the Utility Facilities) in good order, condition and repair and in a clean, orderly, safe and sanitary condition, reasonable wear and tear and damage by unavoidable casualty excepted, including, without limitation: doing such things as are necessary to cause the Premises to comply with all applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies (such as, without limitation, ADA and OSHA); keeping the Premises in good order, condition and repair and in a clean, orderly, safe and sanitary condition (reasonable wear and tear and damage by unavoidable casualty excepted), free of accumulation of trash, debris, insects and pests; the prompt repair and/or

replacement of all improvements located within the Premises plus the Utility Facilities and Tenant's storefront signage. If replacement of equipment, fixtures and appurtenances are necessary for Tenant to comply with the requirements hereof, Tenant shall replace the same with new or completely reconditioned equipment, fixtures and appurtenances, and repair all damage done in or by such replacement. Tenant further covenants and agrees not to: (i) permit any unreasonably objectionable or unpleasant odors to emanate from the Premises (Landlord acknowledges, however, that odors normally produced by Tenant's restaurant business shall not be in violation of this Section 8.1(a)); (ii) take or permit any other action which would, in Landlord's reasonable judgment, constitute a nuisance to Landlord or any third party; and/or (iii) commit or permit waste of the Premises.

(b) Failure to Maintain. Should Tenant fail to maintain the Premises (including, without limitation, the Utility Facilities) in the manner prescribed herein and such failure continues for a period of thirty (30) days following Tenant's receipt of written notice thereof from Landlord (or, if said maintenance activities cannot reasonably be performed within thirty (30) days, then if Tenant fails to commence the required maintenance activities within said thirty (30) day period and to thereafter diligently pursue the same to completion), then Landlord may perform the maintenance activities and Tenant shall promptly reimburse Landlord for Landlord's reasonable costs incurred, plus an administrative fee equal to ten percent (10%) of such costs, all as Additional Rent hereunder to be paid by Tenant to Landlord with Tenant's next installment of Minimum Monthly Rent. Landlord shall have the absolute right of entry in and upon the Building and/or Premises to perform all such required maintenance activities, and shall in no event be held to be a trespasser upon the Premises (provided, however, Landlord shall make commercially reasonable efforts to (i) give advance written notice of any such intended entry to Tenant's restaurant's general manager and (ii) perform any such work during hours that Tenant is not open for business to the public or otherwise preparing food items within the Premises).

Section 8.2. Surrender of Premises.

Upon the expiration or sooner termination of the Term, Tenant agrees to and shall quit, deliver up and surrender to Landlord the Premises in as good order, condition and repair as when first occupied, reasonable wear and tear and damage by unavoidable casualty excepted, and deliver all keys for all doors, and all combinations on locks, safes and vaults in the Premises, if any, to Landlord at Landlord's Notice Address as specified in Section 22.7 below or, at Landlord's option, to the office of the Center's general manager. Any items left behind in the Premises by Tenant shall be deemed abandoned and become Landlord's property.

Section 8.3. Maintenance by Landlord.

At all times during the Term, at its sole cost, Landlord covenants and agrees to keep the roof structure, deck, insulation and roof membrane of the Building, structural components of the Building, and supporting walls and the utility systems and utility lines of the Building (excluding lines within the Premises exclusively serving Tenant) in good order, condition and repair and in a clean, orderly, safe and sanitary condition, reasonable wear and tear and damage by unavoidable casualty excepted.

Section 8.4 Restrictions Regarding Building Work.

(a) No floors shall be added to the Building above the Premises.

(b) With respect to any construction, alteration, maintenance, repair or any other work on or in the Valet Stand Area, Service Area, Service Corridors, sidewalk in front of the Premises, and/or in any area above, below, on, in or adjacent to the Premises (individually and collectively, "**Adjacent Work**"), Landlord agrees as follows:

(1) Any Adjacent Work will be performed in a manner that causes the least amount of interference with Tenant's business as is reasonably possible. During the Adjacent Work, Landlord will assure that access and parking for the Premises, Tenant's use of the Service Area, Services Corridors, Valet Stand Area and the sidewalk in front of the Premises, and visibility of the Premises, will not be impaired more that nominally, and that utilities will not be interrupted. During any Adjacent Work, Landlord will provide aesthetic screening of construction areas, maintain a clean environment outside of the construction area and minimize loud construction noise during the operating hours of the business in the Premises.

(2) At least 30 days prior to any Adjacent Work that require the issuance of a building permit, Landlord will submit a copy of its plans and specifications to Tenant for review but not approval.

(3) Landlord will not perform any Adjacent Work within the Premises, or through the Premises, except to the extent necessary to inspect, repair, maintain or replace a utility line or common wall, and only to the extent Landlord cannot reasonably access such line or wall from outside of the Premises. Landlord will not install any utilities or equipment within the Premises, or for which access to repair or maintain any such line(s) is through the Premises, unless it is not reasonably possible to avoid installation in such manner. Any such Adjacent Work within the Premises shall be performed, at Tenant's request, after operating hours of the Premises, if possible. At Tenant's request, Landlord will provide security for the Premises during the performance of such work within the Premises.

(4) For any Adjacent Work within or through the Premises as described above, the following shall also apply:

(a) Except in the event of emergency (in which event Landlord shall provide such notice as is reasonable under the circumstances), Landlord shall provide at least thirty (30) days prior written notice before commencing any Adjacent Work.

(b) If any improvements made by Tenant in the Premises are affected by Adjacent Work, Landlord shall be responsible for promptly repairing same to the condition existing prior to Landlord's Adjacent Work. If electricity to the Premises becomes interrupted at any time as a result of Landlord's Adjacent Work, Landlord will immediately provide generators sufficient to run the coolers and freezers in the Premises.

(c) Promptly upon completion of the Adjacent Work, Landlord shall restore the Premises, including cleaning any debris and removing Adjacent Work materials and tools ("Restoration"). If the Adjacent Work cannot be completed in one night, then after each night's Adjacent Work, the Premises will be left clean (sufficient to meet restaurant health and cleanliness standards), safe and in as sightly a condition as possible for Tenant's operation of business by 7:00 a.m.

(5) The Adjacent Work shall be performed diligently to completion and in a manner that minimizes interference with the Premises to the extent reasonably possible.

(c) Landlord agrees that it will not, nor permit anyone else, to (i) remodel the storefront of the Premises, nor (ii) put scaffolding in front of any side of the Premises, except as necessary for maintaining or repairing the walls of the Building ("**Permitted Scaffolding**"). Any Permitted Scaffolding shall (i) be only for such duration as is reasonable under the circumstances; (ii) be constructed and maintained in a manner that allows safe and convenient access to the Premises, (iii) minimizes, to the greatest extent reasonably possible, any blockage of the Premises and Tenant's signs, and (iii) not contain any advertising, signs or depictions of any kind other than the name of the Center.

Section 8.5. **Roof Hatch.** The parties acknowledge that a roof hatch, which may be located within the Premises, provides access to the roof of the Building. Landlord shall have the right to access the roof, through the roof hatch, provided that Landlord coordinates such access in advance with Tenant's Managing Partner/General Manager and performs such access in a manner that causes the least amount of interference with Tenant's business as is reasonably possible. If the roof hatch is being accessed as part of Adjacent Work, then the provisions of Section 9.4 shall apply.

ARTICLE IX
ALTERATIONS AND TENANT'S LIENS

Section 9.1. Fixtures.

All shelving, equipment, trade fixtures and other fixtures and furnishings used or installed by Tenant in the Premises shall be new or completely reconditioned.

Section 9.2. Removal and Restoration by Tenant.

As provided in Section 3.1(f) above, all alterations, changes and additions and all improvements, including leasehold improvements, made and paid for by Tenant shall remain Tenant's property for the Term and thereafter, immediately upon the expiration or earlier termination of this Lease, shall automatically be transferred to Landlord and be considered part of the Premises, and unless otherwise expressly provided for herein may not be removed at or prior to the end of the Term without Landlord's prior written consent (not to be unreasonably withheld, conditioned or delayed). If Tenant fails to remove any of Tenant's personal property or any shelving, decorations, equipment or trade fixtures which Tenant is permitted to remove from the Premises upon the expiration or sooner termination of this Lease, all such personal property, shelving, decorations, equipment and trade fixtures shall become Landlord's property as of such expiration or termination date. Tenant covenants and agrees to repair or pay the reasonable cost for the repair of any damage done to the Premises resulting from Tenant's removal of the same.

Section 9.3. Tenant's Liens.

(a) Interests of Landlord. Tenant acknowledges and agrees that no interests of Landlord in and to the Premises, the Center or any other property or interest of Landlord shall be subject to liens for improvements made by or for Tenant, such liability being expressly prohibited hereby. Tenant shall notify its contractors and suppliers of the foregoing provision and shall otherwise do all things necessary or advisable to ensure that no liens attach to Landlord's property.

(b) Tenant Liens. In furtherance of the foregoing, Tenant shall not suffer any mechanic's, materialmen's or other liens against the Premises or any other property or interest of Landlord or any ground or underlying lessors therein or the interest of any mortgagees or holders of any deed of trust covering the same by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to or for the benefit of Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed, Tenant shall, within thirty (30) days after the date of Tenant's receipt of notice of the filing thereof, notify Landlord thereof and cause the same to be vacated, canceled and/or released of record by payment, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to vacate or release any lien in the manner and within the time period provided herein, then, in addition to all other rights or remedies afforded Landlord resulting from Tenant's failure, Landlord may, but shall not be obligated to, vacate or release the lien by paying the amount claimed to be due (without investigating the validity thereof and irrespective of the fact that Tenant may contest the propriety or the amount thereof, except as otherwise provided in this Section 9.3(b)), procuring the release of such lien by giving security, or in any other manner prescribed by law. In the event Tenant is diligently and in good faith contesting the propriety or the amount of such lien, and has provided Landlord with written notice of such contest specifying the basis thereof, Landlord shall not take any action to vacate, cancel or release the lien unless the lien remains outstanding for ten (10) business days after a written request by Landlord to Tenant that the lien must be vacated, canceled or released due to a sale or financing of all or any part of the Center. Tenant shall repay to Landlord, on demand, all amounts incurred, expended, disbursed or deposited by Landlord pursuant to the foregoing, including any and all of Landlord's

costs and expenses (including reasonable attorneys' fees and costs of tribunals at all levels) incurred in connection therewith. Notwithstanding the foregoing, nothing contained herein shall be deemed to imply Landlord's consent or agreement (or the consent or agreement of any ground or underlying lessors or mortgagees or holders of deeds of trust) to subject their respective property, estates or interests to liability under any mechanic's, materialmen's or other lien law, whether the performance or the furnishing of such work, labor, services or materials to Tenant or anyone holding the Premises, or any part thereof, through or under Tenant, shall have been consented to by Landlord and/or any of such parties. Tenant's obligation to observe and perform any of the provisions of this Section 9.3 shall survive the expiration or earlier termination of the Term.

Except as expressly set forth in Section 9.4 below, and subject to the rights of Landlord's mortgagee, if any, Tenant shall not create or suffer to be created a security interest or other lien against any improvements, additions or other construction made by Tenant in or to the Premises or against any equipment or fixtures installed by Tenant therein (other than Tenant's personal property), and should any such security interest or other lien be created in breach of the foregoing, Landlord shall be entitled to discharge the same by exercising the rights and remedies afforded it under this Section 9.3.

In order to comply with the provisions of Section 713.10, Florida Statutes, it is specifically provided that neither Tenant nor anyone claiming by, through or under Tenant, including, but not limited to, contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any construction lien of any kind whatsoever upon the Premises or improvements thereon, any such liens are hereby specifically prohibited. All parties with whom Tenant may deal shall be put on notice that Tenant has no power to subject Landlord's interest to any construction lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interests or assets.

ARTICLE X
INSURANCE

Section 10.1. By Landlord.

Landlord shall carry Commercial General Liability insurance on those portions of the Common Areas included in the Landlord's Tract, providing coverage of not less than $3,000,000.00 per occurrence against liability for bodily injury (including death resulting therefrom), property damage and personal injury, covering Landlord and naming Tenant as an additional insured.

Landlord shall also carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord, insuring all improvements on Landlord's Tract, including the Premises and all leasehold improvements thereon and appurtenances thereto (excluding Tenant's merchandise, trade fixtures, furnishings, equipment, personal property and plate glass) for the full insurable value thereof, with such deductibles as Landlord deems advisable, such insurance coverage to include the permanent improvements provided by Tenant as set forth in Tenant's Plans as Tenant's Work.

Section 10.2. By Tenant.

Tenant shall carry insurance policies on the Premises during the Term (including any renewals and extensions thereof), covering Tenant and naming Landlord and Simon Property Group, Inc., as additional insureds with terms satisfactory to Landlord and with companies qualified to do business in the State and an AM Best rating of A-, VII or better (or the equivalent thereof), providing the following coverages and limits:

(a) Commercial General Liability insurance with a $3,000,000.00 limit per occurrence for bodily injury (including death), property damage, personal and advertising injury, and "no fault" medical payments coverage in an amount no less than $5,000.00. Said policy shall also include coverage for contractual liability recognizing this Lease, products and completed operations.

(b) Commercial Automobile Liability insurance with a $1,000,000.00 combined single limit for bodily injury (including death resulting therefrom) and property damage, covering all non-owned and hired automobiles.

(c) Workers' Compensation coverage as required by statute, covering all employees, lease workers, temporary workers and volunteer labor of Tenant, including Employer's Liability coverage, with limits of $1,000,000.00 each employee, each accident.

(d) Umbrella or Excess Liability coverage with a limit of $2,000,000.00. Coverage must extend over primary Commercial General Liability, Commercial Automobile Liability, Employer's Liability and Liquor Liability, providing that liquor liability insurance is required if liquor is ever served, sold, manufactured, distributed or furnished from, in or about the Premises.

(e) Standard "All Risk" property insurance covering all of Tenant's Work and Tenant's improvements on the Premises, including the leasehold improvements that are owned and paid for by Landlord, through the Tenant Allowance, pursuant to Section 22.23, and Tenant's merchandise, trade fixtures, furnishings, wall coverings, floor coverings, carpeting, drapes, equipment, plate glass on the Premises (including store fronts) and all other items of personal property of Tenant located on or within the Premises, in amounts not less than the replacement value thereof. Unless otherwise expressly provided for herein, the proceeds of all property insurance to be maintained by Tenant shall be used to repair, restore or replace damaged Tenant improvements at, on or under the Premises, and to repair, restore or replace Tenant's personal property, if and to the extent that this Lease continues in full force and effect following a casualty, and the balance of said proceeds, if any, shall be paid to Tenant.

All policies of insurance shall provide a minimum of thirty (30) days written notice by the insurance company prior to cancellation on non-renewal, termination or any change in such insurance. All policies shall also provide that any errors, omissions or misrepresentations made by Tenant that may invalidate coverage shall not prejudice Landlord's rights under the aforementioned policies. Tenant's insurance shall be primary, and any insurance available to Landlord shall be non-contributory. Upon the Commencement Date and annually thereafter, at the following address (or other such address as Landlord may notify Tenant): Donald P. Pipino Company, Ltd., 7600 Market Street, P.O. Box 3849, Youngstown, OH 44513-3849, Tenant shall provide Landlord and Simon Property Group, Inc. with certificates of insurance evidencing that such insurance is in full force and effect and stating the terms thereof, including all endorsements. The minimum limits of the Commercial General Liability insurance shall in no way limit or diminish Tenant's liability under Section 10.6 below and shall be subject to increase at any time, and from time to time, after the commencement of each fifth (5th) Lease Year if Landlord, in the exercise of its reasonable judgment, shall deem the same necessary for adequate protection; provided, however, any such increase shall not exceed the increase in the local consumer price index ("CPI") over the same period of time. Within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord and Simon Property Group, Inc. with evidence that such demand for increased insurance coverage has been complied with.

Prior to the commencement of Tenant's Work and until the completion thereof or the Commencement Date, whichever is the last to occur, Tenant shall effect and maintain (or cause its general contractor to maintain) Builder's Risk Insurance covering Landlord, Tenant, Tenant's contractors and Tenant's subcontractors and independent contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so-called "special cause of loss" form or so-called "all risk" coverage on Tenant's Work, and all materials, equipment, supplies and temporary structures of all kinds incidental to Tenant's Work and equipment, all while forming a part of or contained in such improvements or temporary structures, or while on the Premises or within the Center, all to the full insurable value thereof at all times on a completed value basis. In addition, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims for injury to persons or damage to property by reason of the use of the Premises for the performance of Tenant's Work, and claims, fines and penalties arising out of any failure of Tenant or its agents, contractors and employees to comply with any law, ordinance, code requirement, regulation or other requirement applicable to Tenant's Work, including reasonable attorney's fees arising from all of the foregoing claims. Tenant agrees to require its general contractor to effect and maintain the existence of, and covering Landlord and Simon Property Group, Inc. as additional insureds, Tenant and Tenant's contractors, subcontractors and independent contractors, prior to the commencement of Tenant's Work and until the completion thereof, the following insurance coverages:

(a) Workers' Compensation coverage as required by statute covering all employees, lease workers, temporary workers and volunteer labor of Tenant, Tenant's contractors, subcontractors and independent contractors, including Employer's Liability coverage, with limits of $1,000,000.00 each employee, each accident provided that in monopolistic states, in lieu of Employer's Liability Insurance, Stop Gap Coverage shall be maintained by endorsement to the Commercial General Liability Insurance;

(b) Commercial General Liability insurance with a $3,000,000.00 limit per occurrence for bodily injury (including death resulting therefrom), property damage, personal and advertising injury, and including owners and contractors protective liability coverage; and

(c) Commercial Automobile Liability insurance with a $1,000,000.00 combined single limit for bodily injury (including death resulting therefrom) and property damage covering all non-owned and hired automobiles.

Tenant shall provide Landlord and Simon Property Group, Inc. with certificates of insurance from Tenant's general contractor evidencing that such insurance is in full force and effect and stating the terms thereof, including all endorsements.

Section 10.3. Mutual Waiver of Subrogation Rights.

Landlord and Tenant and all parties claiming by, through and/or under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance occurring (i) on the Premises, (ii) in connection with property on or activities conducted in the on the Premises, (iii) on the Landlord's Tract or (iv) in connection with property on or activities conducted on the Landlord's Tract, as applicable, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided, however, that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days after written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 10.4. Waiver.

Tenant waives all claims against Landlord for damages, including, but not limited to, consequential damages, to person, property or otherwise, sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon any part of the Premises or the Center and required to be covered by Tenant's insurance. All property of Tenant kept in the Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier.

Landlord waives all claims against Tenant for damages, including, but not limited to, consequential damages, to person, property or otherwise, sustained by Landlord or any person claiming through Landlord resulting from any

accident or occurrence in or upon any part of the Common Areas and those portions of the Center not including the Premises and required to be covered by Landlord's insurance.

Section 10.5. Insurance - Tenant's Operation.

Tenant covenants and agrees not to do or suffer to be done anything which will contravene Landlord's insurance policies or which will prevent Landlord from procuring such policies in amounts and with companies selected by Landlord. If anything done, omitted to be done or suffered to be done by Tenant in, upon or about the Premises shall cause the rates of any insurance effected or carried by Landlord on the Premises or other property in the Center to be increased beyond the regular rate from time to time applicable to the Premises for use for the purpose permitted under this Lease, or such other property in the Center for the use or uses made thereof, Tenant shall correct the condition as necessary to eliminate the increase within fifteen (15) days after written notice thereof is provided by Landlord. If Tenant fails to correct the condition, Tenant shall pay the amount of such increase promptly upon Landlord's demand and Landlord shall have the right to correct any such condition at Tenant's expense.

In the event this Lease permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of flammable or combustible material, Tenant shall install chemical extinguishing devices (such as ansul) approved by Underwriters Laboratories and Factory Mutual Insurance Company and the installation thereof must be approved by the appropriate local authority. Tenant shall keep such devices under service as required by such organizations. If natural gas is to be used on the Premises, Tenant shall install natural gas cut-off devices (manual and automatic).

Section 10.6. Indemnification.

Tenant shall indemnify, hold harmless and, at Landlord's option, defend Landlord, its agents, employees and mortgagees, if any, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, attorney's fees and costs of tribunals at all levels, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with: (i) Tenant's use, occupancy, management or control of the Premises; or (ii) Tenant's operations, conduct or activities in the Center, except to the extent the provisions of Section 10.3 above (waiver of subrogation rights) control, or if the said provisions of Section 10.3 do not control, to the extent of Landlord's negligence or willful misconduct.

Landlord shall indemnify, hold harmless, and at Tenant's option, defend Tenant, its agents, employees and mortgagees, if any, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, attorney fees and costs of tribunals at all levels, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with: (i) Landlord's use, occupancy, management or control of the Landlord's Tract outside of the Premises; or (ii) Landlord's operations, conduct or activities in the Center, except to the extent the provisions in Section 10.3 above (waiver of subrogation rights) control, or if the said provisions of Section 10.3 do not control, to the extent of Tenant's negligence or willful misconduct.

Section 10.7. Dramshop Insurance.

If alcohol is ever served from, in or about the Premises, Tenant agrees that it will purchase and maintain so-called "liquor liability" insurance insuring both Landlord and Tenant with limits not less than $2,000,000.00 per occurrence and $3,000,000.00 in the aggregate, in the event the State now has, or hereafter enacts, a statute which provides that a judgment obtained against a retailer, or any other person or entity, dispensing alcoholic beverages, as defined by said statute, shall be a lien against the real estate from which said alcoholic beverages were improperly dispensed (sometimes referred to as a dram shop act).

ARTICLE XI
ESTOPPEL CERTIFICATE, ATTORNMENT AND SUBORDINATION

Section 11.1. Estoppel Certificate.

Within twenty (20) days after either party's written request, the other party shall deliver, executed by such party, a declaration to any person designated by the requesting party: (a) stating the commencement and expiration dates of this Lease; and (b) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord or Tenant have been satisfied (stating exceptions, if any), (iii) that no defenses or offsets against the enforcement of this Lease by Landlord or Tenant exist (or stating those claimed), (iv) the amount of advance Rent, if any, paid by Tenant, (v) the date to which Rent has been paid, (vi) the amount of security deposited with Landlord, if any, and (vii) such other factual information as the requesting party reasonably requests. Persons receiving such statements shall be entitled to rely upon them.

Section 11.2. Attornment.

In the event of a sale, foreclosure or assignment of Landlord's interest in the Premises, this Lease or the Landlord's Tract, Tenant covenants and agrees to attorn to the purchaser, mortgagee or other such person and to recognize the same as Landlord hereunder upon the same terms and conditions contained herein. Tenant shall execute, at Landlord's request, any commercially reasonable form of attornment agreement required by any such purchaser, mortgagee or other such person to be executed, containing such mutually acceptable provisions as shall be agreed upon by the parties, and provided Tenant receives an executed commercially reasonable form of non-disturbance agreement from such purchaser, mortgagee or other such person in connection therewith.

Landlord shall use commercially reasonable efforts to obtain a non-disturbance agreement from the holder(s) ("Mortgagee") of any first lien mortgage or deed of trust against Landlord's interest in the Premises (the "SNDA"),

which SNDA shall be in form and substance reasonably acceptable to Tenant and Mortgagee. If Landlord fails to obtain such non-disturbance agreement within such one hundred twenty (120) days after the Execution Date, then Tenant shall have the right and option at any time thereafter (until such time as Landlord obtains such non-disturbance agreement) to terminate this Lease, without recourse or liability, by delivery of written notice to Landlord, whereupon this Lease shall automatically terminate and the parties hereto shall have no further rights or obligations hereunder, except as expressly set forth herein. In the event that this Lease terminates pursuant to this Section 11.2, Landlord shall reimburse Tenant for all third party out-of-pocket costs incurred by Tenant in connection with this Lease, including but not limited to, architectural, engineering and legal fees, up to but not exceeding $100,000.00. Landlord shall deliver such reimbursement to Tenant within thirty (30) days after receipt of a written statement from Tenant setting forth such actual costs incurred by Tenant, accompanied by invoices for such costs. The foregoing reimbursement obligation shall survive the termination of this Lease..

Section 11.3. Subordination and Non-Disturbance.

(a) Mortgage. This Lease shall be secondary, junior and inferior at all times to the lien of any first mortgage or mortgages and to the lien of any deed of trust or other method of financing or refinancing (hereinafter collectively referred to as "Mortgage") now or hereafter existing against all or any part of the Landlord's Tract, and to all renewals, modifications, replacements, consolidations and extensions thereof, so long as there is a commercially reasonable form of written agreement with the mortgagee to recognize all of Tenant's rights under this Lease, including, without limitation, the use and distribution of insurance and condemnation proceeds. Tenant shall execute and deliver all commercially reasonable documents requested by any mortgagee or security holder (the "Mortgagee") to effect such subordination; provided, however, that any documents so requested shall also provide that Tenant's rights under this Lease and to possession of the Building and Premises shall not be disturbed by any such Mortgagee so long as Tenant is in compliance with the terms and conditions of this Lease.

(b) Construction, Operation and Reciprocal Easement Agreements. This Lease may be subject and subordinate to one or more construction, operation and reciprocal easement or similar agreements (hereinafter collectively referred to as the "Operating Agreements") entered into or hereafter to be entered into between Landlord and other owners or lessees of real estate (including, but not limited to, owners and operators of department stores) within or near the Center, which Operating Agreements have been or will be recorded in the official records of the County and to any and all easements and easement agreements which may be or have been entered into with or granted to any persons heretofore or hereafter, whether such persons are located within or upon the Center or not; provided, however, that Tenant's rights under this Lease and to possession of the Premises, including, but not limited to, the protections from material adverse affects on Tenant's use, occupancy, visibility of, access to/from and/or enjoyment of the Premises to the extent specifically set forth in this Lease, shall not be disturbed nor obligations increased by any Operating Agreements entered into hereafter so long as Tenant is in compliance with the terms and conditions of this Lease. Tenant shall execute such instruments as Landlord requests to evidence such subordination; provided, however, that any instruments so requested by Landlord shall also provide that Tenant's rights under this Lease and to possession of the Premises shall not be disturbed nor obligations increased so long as Tenant is in compliance with the terms and conditions of this Lease.

ARTICLE XII
ASSIGNMENT, SUBLETTING AND CONCESSIONS

Section 12.1. Consent Required.

Tenant covenants and agrees not to sell, assign, mortgage, pledge or in any manner transfer this Lease or any interest therein, nor to sublet all or any part of the Premises, nor to license concessions or lease departments therein, without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may, without Landlord's prior written consent, so long as Tenant is a parent or wholly-owned subsidiary of Earls Restaurants Ltd., assign or sublet this Lease in whole or in part to any parent or wholly-owned subsidiary of Tenant or Earls Restaurants Ltd., provided said entity has a tangible net worth at least that of Tenant as of the Execution Date. Landlord's consent to any one assignment or subletting shall not be deemed or construed to be a release or waiver of Tenant's obligation to obtain Landlord's consent to any subsequent assignment or subletting. The prohibition contained herein shall be deemed to include a prohibition against any subletting or assignment by operation of law.

If this Lease is assigned or the Premises or any part thereof is sublet or occupied by any entity other than Tenant, Landlord may collect rent directly from said assignee, subtenant or occupant and apply the same to the Rent, but no such assignment, subletting, occupancy or collection of Rent shall be deemed a waiver of any restrictive covenant contained in this Section 12.1 or acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance by Tenant of any covenants on the part of Tenant herein contained. Any assignment or sublease: (a) to which Landlord has consented or for which Landlord's prior written consent is not required; or (b) which is required by reason of a final non-appealable order of a court of competent jurisdiction; or (c) which is made by reason of and in accordance with the provisions of any law or statute, including, without limitation, the laws governing bankruptcy, insolvency or receivership, shall be subject to all terms and conditions of this Lease, and shall not be effective or deemed valid unless, at the time of such assignment or sublease:

(a) Each assignee shall assume the obligations of this Lease by executing, acknowledging and delivering to Landlord, before the effective date of such assignment, a written assumption agreement in form and substance reasonably acceptable to the parties hereto and Landlord;

(b) Landlord shall receive affidavits, made by both Tenant and its assignee or sublessee through an officer or principal of each such entity, stating the full consideration to be received by Tenant as assignor or sublessor as a result of said assignment or sublease, including, if any, payments for Tenant's leasehold

improvements (if any), proposed rent (including, without limitation, all monthly charges allocated to common area maintenance, insurance, real property taxes and utility charges) and all other payments made (or to be made) in connection therewith;

(c) Each assignee or sublessee has submitted a current financial statement, audited by a certified public accountant, and other reasonable financial information acceptable to Landlord showing a tangible net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee or sublessee of Tenant's obligations hereunder; provided, however, this requirement shall be waived if the assignee or sublessee is a parent or wholly-owned subsidiary of Tenant and/or Earls Restaurants Ltd.;

(d) Each assignee or sublessee has submitted, in writing, evidence satisfactory to Landlord of substantial operational experience in shopping centers of comparable size and/or quality to the Center and in the sale of merchandise and services permitted under Article VII of this Lease; provided, however, this requirement shall be waived if the assignee or sublessee is a parent or wholly-owned subsidiary of Tenant and/or Earls Restaurants Ltd.; and

(e) The use of the Premises by each assignee or sublessee shall not violate, or create any potential violation of, applicable laws, codes or ordinances, nor violate any other agreements affecting the Building and/or Premises, Landlord or other occupants in the Center.

Neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession, assignment or other agreement for use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the portion of the Premises so leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and any such proposed lease, sublease, license, concession, assignment or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises.

In the event of any assignment or subletting as provided above other than to a parent or wholly-owned subsidiary of Tenant and/or Earls Restaurants Ltd., there shall be paid to Landlord, in addition to the Minimum Annual Rent, Percentage Rent and other charges due Landlord pursuant to this Lease, such additional consideration as shall be attributable to the right of use and occupancy of the Premises, whenever the same is receivable by Tenant, together with, as Additional Rent, the excess, if any, of the rent and other charges payable by the assignee or subtenant over the Minimum Annual Rent, Percentage Rent and other charges payable to Landlord by Tenant pursuant to this Lease. In no event shall Tenant be obligated to pay to Landlord any amounts that are received by Tenant from any assignee or subtenant which are allocated as a reimbursement to Tenant for costs incurred by Tenant in connection with the improvements made by Tenant to the Premises or which are received in connection with the sale of any of Tenant's assets, whether such amounts are paid in one lump sum or monthly with the payment of Minimum Annual Rent and other charges due under the Lease. Such Additional Rent shall be paid to Landlord concurrently with the payments of Minimum Annual Rent required under this Lease, and Tenant shall remain primarily liable for such payments. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease for the performance of all terms, covenants and provisions of this Lease to be performed by Tenant.

Section 12.2. Corporate Ownership.

If at any time during the Term and if neither Tenant nor any of its parent companies are a publicly traded entity on a recognized exchange, a cumulative total of more than forty-nine percent (49%) of the voting stock of Tenant (if Tenant shall be a corporation) shall be transferred, directly or indirectly, by sale, assignment, gift or in any other manner, any such transfer may, unless made with Landlord's prior consent, at Landlord's sole option, be deemed an unauthorized assignment of this Lease and a default by Tenant under this Lease.

ARTICLE XIII
DAMAGE AND DESTRUCTION

Section 13.1. Damage and Destruction.

(a) If the Premises shall be damaged or destroyed by fire or other casualty during the Interim Term or the Term, the risk of which is covered by Landlord's insurance or, if Landlord failed to maintain such insurance, would otherwise have been covered by Landlord's insurance, this Lease shall (subject to the terms of Section 13.1(e) below), except as hereinafter provided, remain in full force and effect, and Landlord shall promptly, after such damage, the receipt of all necessary permits and the receipt of the net amount of insurance proceeds available to Landlord (if any), expend so much as may be necessary of such net amount to repair and restore, to the extent originally constructed by Landlord (consistent, however, with the building codes then in existence), so much of the Premises and, to the extent necessary, the Building and/or the Common Areas as was originally constructed by Landlord to substantially their condition at the time of such damage (or such other reasonably similar configuration to provide an integrated regional shopping center for Tenant and the other tenants of the Center), except as hereinafter provided, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of repairing and restoring the Premises, the Building and/or the Common Areas, all as aforesaid, in Landlord's reasonable estimation, Landlord shall either (i) supply the amount of such insufficiency and repair and restore the Premises, the Building and/or the Common Areas, all as aforesaid, with all reasonable diligence or (ii) terminate this Lease by giving written notice of such non-discriminatory election to Tenant (and other similarly situated tenants of the Center) within ten (10) days after the date of the determination of the net amount of insurance proceeds available therefor. In the event of damage to or destruction of the Premises as a result of a risk which is not covered by Landlord's insurance, Landlord shall likewise

be obligated to repair and restore the Premises, the Building and/or the Common Areas, all as aforesaid, unless Landlord, within a reasonable time after the date of such damage or destruction (not to exceed sixty (60) days), gives written notice to Tenant (and other similarly situated tenants of the Center) of Landlord's non-discriminatory election to terminate this Lease. If Landlord elects to terminate this Lease as aforesaid, such termination shall be deemed to be effective as of the later of the date of such damage or destruction or the vacating of the Premises by Tenant.

(b) Notwithstanding anything herein to the contrary, if the Premises shall be damaged or destroyed by fire or other casualty within the last twenty-four (24) months of the Primary Term (or at any time during the Renewal Term) and the nature of the damage or destruction is such that, following Landlord's completion of its aforementioned repair and restoration work, less than eighteen (18) months would remain in the Term, either party shall have the right to terminate this Lease; provided, however, that written notice thereof is given to the other party not later than thirty (30) days after the date of such damage or destruction. If either party elects to terminate this Lease as aforesaid, such termination shall be deemed to be effective as of the date of such damage or destruction.

(c) Unless this Lease is terminated as provided in subsections (a), (b) or (e) of this Section 13.1, if the Premises shall be damaged or destroyed by fire or other casualty, then Tenant shall, after Landlord's completion of the repairs and restoration of the Building and/or the Common Areas and the Premises, or so much thereof as was originally constructed by Landlord, to substantially the condition which existed at the time of such damage or destruction (or such other reasonably similar configuration to provide an integrated regional shopping center for tenant and the other tenants of the Center), (i) repair and restore all portions of the Premises not required to be restored by Landlord pursuant to this Section 13.1 to substantially the condition which such portions of the Premises were in at the time of such damage or destruction (consistent, however, with the building codes then in existence), (ii) equip the Premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business and (iii) reopen for business to the public in the Premises as soon as possible thereafter, but in no event later than the one hundred fiftieth (150th) day after the date of Landlord's completion of its aforementioned repair and restoration work; provided, however, the Building's and/or the Common Areas' condition and all services thereto have been restored to the same or better condition that existed prior to such damage so as to permit the safe and efficient operation of Tenant's business in the Premises.

(d) In the event the provisions of subsection (a) of this Section 13.1 shall become applicable, the Minimum Annual Rent shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of Tenant's business in the Premises, having regard for the extent to which Tenant may be required to discontinue its business in the Premises, and such abatement or reduction shall continue for the period commencing on the date of such damage or destruction and ending upon the earlier to occur of (i) the one hundred fiftieth (150th) day after the date of Landlord's completion of its aforementioned repair and restoration work or (ii) the date that Tenant reopens for business in the Premises (or any portion thereof). Nothing in this Section 13.1(d) shall be construed to abate or reduce any Percentage Rent or Additional Rent.

(e) If at least thirty-three percent (33%) of the Building and/or the Common Area other than the Premises shall be damaged or destroyed by fire or casualty during the Interim Term or the Term, Landlord shall promptly restore, to the extent originally constructed by Landlord (consistent, however, with the building codes then in existence), so much of the Building and/or the Common Areas as was originally constructed by Landlord to substantially the condition thereof at the time of such damage or destruction (or such other reasonably similar configuration to provide an integrated regional shopping center for tenant and the other tenants of the Center), unless Landlord, within a reasonable time after the date of such damage or destruction (not to exceed thirty (30) days), gives written notice to Tenant of Landlord's election to terminate this Lease; provided, however, in the event that Landlord elects to terminate this Lease pursuant to this Section 13.1(e), then Landlord shall also terminate all other similarly-situated tenants of Landlord's Tract. If Landlord elects to terminate this Lease as aforesaid, such termination shall be deemed to be effective as of the date of such notice with the same force and effect as if such date were the date originally established herein as the expiration date hereof; provided, however, Landlord shall not exercise such termination right in a manner that will unreasonably discriminate against Tenant.

ARTICLE XIV
EMINENT DOMAIN

Section 14.1. Condemnation and Damages.

If any portion of the Premises or at least fifteen percent (15%) of the Center shall be acquired or condemned by right of eminent domain or transferred by agreement in lieu of condemnation, then Landlord and Tenant shall each retain their respective right to seek damages from the condemning authority for loss in the fair market value of the Premises, the Building and all other improvements thereon, respectively, and shall cooperate in any legal proceeding required to recover such damages.

Section 14.2. Termination.

If all or any material portion (in Tenant's reasonable determination) of the Premises is taken by eminent domain, or transferred by agreement in lieu of a condemnation action, this Lease shall terminate as of the date of such taking and all Rent paid by Tenant applicable to the period subsequent to said termination date shall be refunded by Landlord to Tenant.

In the event there is a taking of a portion of the Common Area or the Protected Area that materially and adversely interferes with access between the Premises and any public street or highway, or a taking of more than ten percent (10%) of the parking spaces within the Protected Area, and Landlord does not provide for replacement of such access or parking spaces in an area reasonably acceptable to Tenant within six (6) months after the date of such taking, Tenant shall have the right and option to terminate this Lease by written notice to Landlord given within thirty (30) days after the date of such taking. Such termination shall be effective on the later of (a) the date of such taking (provided Landlord proposed or had an adequate opportunity (at least thirty (30) days between the date of its receipt of the notice

of such taking and the date thereof) to propose such replacement access or parking spaces to Tenant prior to the date of Tenant's termination notice) or (b) the date of Landlord's receipt of such termination notice.

Section 14.3. Substitution and Restoration.

If a portion of the Premises material to the continued and successful operation of the Project (as determined by Tenant in its reasonable discretion) is taken by eminent domain, or transferred by agreement in lieu of a condemnation action, Landlord may substitute other space in the Center if the same shall then be available, which land shall be acceptable to Tenant in its reasonable discretion. If such other space is not substituted or is not acceptable to Tenant, Tenant shall, within thirty (30) days after it receives notice of such taking by eminent domain, either terminate this Lease or, for the remainder of the Term, pay that portion of the Minimum Annual Rent herein reserved which has the same relationship to the entire Minimum Annual Rent payable hereunder as the value of the part of the Premises remaining after taking by eminent domain bears to the value of the Premises immediately prior to the date of taking by eminent domain. In the event Tenant elects to terminate this Lease, all Rent paid by Tenant applicable to the period subsequent to said termination date shall be refunded by Landlord to Tenant. If Tenant elects not to terminate this Lease, Landlord shall promptly repair, restore and/or rebuild what remains of the Building and other improvements built by Landlord and other improvements as nearly as possible to the condition in which they existed prior to the taking and the Rent shall be adjusted as the size of the restored/rebuilt Premises bears to the original size of the Premises.

ARTICLE XV
DEFAULT BY TENANT

Section 15.1. Right to Re-Enter.

The occurrence of any of the following shall be considered for all purposes to be a default under and breaches of this Lease by Tenant: (a) any failure of Tenant to pay Rent or any other amount(s) due under this Lease for more than ten (10) days after written notice of such failure from Landlord; (b) any failure by Tenant to perform or observe any of the other terms, provisions, conditions and covenants of this Lease (except for the covenant set forth in Section 7.2 above) for more than thirty (30) days after written notice thereof from Landlord (or such longer period of time as is reasonably required by Tenant to cure same), subject to Force Majeure; (c) a determination by Landlord that Tenant has submitted any fraudulent report required to be furnished hereunder; (d) the bankruptcy or insolvency of Tenant or the filing by or against Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property which is not removed within thirty (30) days after the date of such filing or appointment, or Tenant's assignment for the benefit of creditors; (e) this Lease or Tenant's interest herein or in the Premises or any improvements thereon or any property of Tenant are executed upon or attached and the same is not removed within fifteen (15) days after notice thereof; (f) the Premises come into the hands of any person other than as expressly permitted under this Lease, (g) the default by Tenant or any affiliate of Tenant under any Lease with Landlord or any affiliate of Landlord, or (h) if Tenant abandons or vacates or does not do business in the Premises. In any such event, and without grace period, demand or notice, except as set forth hereinabove or as required by law, Landlord, in addition to any other rights or remedies available to Landlord in equity and except as provided in Section 15.2(b) below, shall have the right thereupon or at any time thereafter to terminate this Lease by giving notice to Tenant stating the date upon which such termination shall be effective, and Landlord shall have the right, either before, upon or after such termination date, to re-enter and take possession of the Premises, remove all persons and property therefrom, store such property at Tenant's expense and sell such property if necessary to satisfy any deficiency in payments by Tenant as required hereunder, all without notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. If Landlord effects such a termination, then Landlord shall also be entitled to the remedy set forth in Section 15.2(b) below. Notwithstanding anything to the contrary set forth hereinabove, if Tenant commits any monetary default hereunder for or precedent to which or with respect to which notice is required to be given, and commits a subsequent default of the same type within twelve (12) months thereafter, no notice of said subsequent default shall be required to be given by Landlord to Tenant as to or precedent to any such subsequent default during said twelve (12) month period (Tenant hereby waiving same) before exercising any and all remedies available to Landlord hereunder except for notice required by law.

Section 15.2. Right to Relet.

(a) If Landlord re-enters the Premises as above provided, or if Landlord takes possession thereof pursuant to legal proceedings or otherwise, Landlord may either terminate this Lease (as described in Section 15.1 above) or may, from time to time, without terminating this Lease, make such alterations and repairs to the extent necessary in order to relet the Premises (taking into account the costs of reletting and the rental rate achieved thereby) and relet the Premises, or any part(s) thereof, for such term or terms (which may extend beyond the Term; provided, however, in no event shall Tenant's obligations under this Lease extend beyond the expiration of the then current Term in which Tenant's default occurred) and at such rentals and upon such other terms and conditions as are reasonable. Upon each such reletting, all rentals received by Landlord therefrom shall be applied: first, to any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to pay any reasonable costs and expenses of such reletting, including reasonable brokers' and attorneys' fees, costs of repairs and the reasonable cost of alterations to the extent necessary in order to relet the Premises (taking into account the costs of reletting and the rental rate achieved thereby); third, to Rent due hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due hereunder, with a credit thereon to the extent that the aggregate rentals and other charges shall exceed the respective amounts due hereunder, provided that such credit shall only be used to reduce any further Rent or other charge owed by Tenant pursuant to this Section 15.2 and under no circumstances shall Landlord be obligated to reimburse Tenant for any excess rental received. If rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord. No re-entry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord.

(b) Notwithstanding any such reletting without termination, Landlord may at any time thereafter terminate this Lease for any prior uncured breach or default. If Landlord terminates this Lease for any such uncured breach or default, after reletting or without reletting, Landlord may recover from Tenant (1) the excess, if any, of the total Rent and other charges reserved in this Lease for the remainder of the Term (including Minimum Annual Rent and other applicable charges under this Lease) over the then reasonable rental value of the Premises for the remainder of the Term (including Minimum Annual Rent and other applicable charges under this Lease) in a lump sum discounted for present value, and (2) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would likely to result therefrom, including, but not limited to, past due Rent and other charges, the cost of repairing the Premises, reasonable attorneys' fees, court costs and reasonable alterations to the extent necessary in order to relet the Premises (taking into account the costs of reletting and rental rate achieved thereby), all of which shall be immediately due and payable by Tenant to Landlord. In determining the Rent payable by Tenant hereunder subsequent to default, the Minimum Annual Rent and other applicable charges for each year of the unexpired portion of the Term shall equal the: (i) Minimum Annual Rent Tenant is obligated to pay during the balance of the Term, and (ii) average of the other applicable charges (including Percentage Rent) which Tenant was obligated to pay from the commencement of the Term to the time of default, or during the preceding three (3) Lease Years (whichever period is shorter). If Landlord elects this remedy, then such remedy shall be exclusive to all other remedies which might otherwise be available at such time to Landlord

To the extent permitted by applicable law, Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant created hereby, Tenant's use or occupancy of the Premises or any claim or injury or damage.

Any action, suit or proceeding relating to, arising out of or in connection with the terms, conditions and covenants of this Lease may be brought by Landlord against Tenant in a court of competent jurisdiction in the County and State in which the Premises are located. Tenant hereby waives any objection to jurisdiction or venue in any proceeding before said Court. Nothing contained herein shall affect the right of Landlord to bring any action, suit or proceeding against Tenant in the courts of any other jurisdictions.

If Landlord commences any proceedings for non-payment of rent (Minimum Annual Rent, Percentage Rent or additional rent), Tenant will interpose any compulsory or mandatory counterclaim required by the applicable procedural rules of the Court. The covenants to pay rent and other amounts hereunder are independent covenants and Tenant shall have no right to hold back, offset or fail to pay any such amounts for default by Landlord or any other reason whatsoever.

Section 15.3. Waiver of Rights of Redemption.

To the extent permitted by law, Tenant waives any and all rights of redemption granted by or under any present or future laws if Tenant is evicted from the Premises or dispossessed for any cause or if Landlord obtains possession of the Premises due to Tenant's default hereunder or otherwise.

Section 15.4. Bankruptcy.

(a) Assumption of Lease. In the event Tenant shall become a Debtor under Chapter 7 of the Bankruptcy Code (the "Code"), or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Code, or a proceeding is filed under said Chapter 7 and is transferred to said Chapters 11 or 13, the Trustee or Tenant, as Debtor and as Debtor-In-Possession, may not elect to assume this Lease unless, at the time of such assumption, the Trustee or Tenant has:

(i) Cured or provided Landlord with "Adequate Assurance" (as defined below) that:

(A) Within ten (10) days from the date of such assumption the Trustee or Tenant will cure all monetary defaults under this Lease and compensate Landlord for any actual pecuniary loss resulting from any existing default, including, without limitation, Landlord's reasonable costs, expenses, accrued interest as set forth in Section 5.4 above, and attorneys' fees incurred as a result of the default;

(B) Within thirty (30) days from the date of such assumption the Trustee or Tenant will cure all non-monetary defaults under this Lease; and

(C) The assumption will be subject to all of the provisions of this Lease.

(ii) For purposes of this Section 15.4, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum, "Adequate Assurance" shall mean that:

(A) The Trustee or Tenant has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or Tenant will have sufficient funds to fulfill the obligations of Tenant under this Lease for the remainder of the Term, and to keep the Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business in the Premises;

(B) The bankruptcy court shall have entered an order segregating sufficient cash payable to Landlord and/or the Trustee or Tenant shall have granted a valid and

perfected first lien and security interest and/or mortgage in property of Trustee or Tenant acceptable as to value and kind to Landlord, to secure to Landlord the obligation of the Trustee or Tenant to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above; and

(C) The Trustee or Tenant shall, at a minimum, deposit a sum equal to the then current installment of Minimum Annual Rent and Additional Rent to be held by Landlord (without allowance for interest thereon) to secure Tenant's future performance under the Lease.

(b) Assignment of Lease. If the Trustee or Tenant has assumed the Lease pursuant to the provisions of this Section 15.4 for the purpose of assigning Tenant's interest hereunder to any other person or entity, such interest may be assigned only after the Trustee, Tenant or proposed assignee have complied with all of the terms, covenants and conditions of Section 12.1 above, including, without limitation, those with respect to Additional Rent and the use of the Premises only as permitted in Article VII above; Landlord and Tenant acknowledging that such terms, covenants and conditions are commercially reasonable in the context of a bankruptcy proceeding of Tenant. Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon request execute and deliver to Landlord an instrument confirming such assignment.

(c) Adequate Protection. Upon the filing of a petition by or against Tenant under the Code, Tenant, as Debtor and as Debtor-in-Possession, and any Trustee who may be appointed agree to adequately protect Landlord as follows:

(i) To perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the bankruptcy court;

(ii) To pay all monetary obligations required under this Lease, including, without limitation, the payment of the installments of Minimum Annual Rent, and such other additional rent charges payable hereunder which are considered reasonable compensation for the use and occupancy of the Premises;

(iii) To provide Landlord no fewer than thirty (30) days prior written notice (unless a shorter period is agreed to in writing by Landlord) of any proceeding relating to any assumption of this Lease or any intent to abandon the Premises, which abandonment shall be deemed a rejection of this Lease; and

(iv) To perform to the benefit of Landlord as otherwise required under the Code.

The failure of Tenant as Debtor and as Debtor-in-Possession, and any Trustee who may be appointed, to comply with the foregoing provisions shall result in an automatic rejection of this Lease.

(d) Accumulative Rights. The rights, remedies and liabilities of Landlord and Tenant set forth in this Section 15.4 shall be in addition to those which may now or hereafter be accorded or imposed upon Landlord and Tenant by the Code.

ARTICLE XVI
DEFAULT BY LANDLORD

Section 16.1. Default Defined; Notice.

Landlord shall in no event be charged with a breach or default in any of its obligations under this Lease unless and until Landlord shall have failed to perform such obligations within ten (10) days for a monetary obligation and thirty (30) days for a non-monetary obligation after the date of its receipt of written notice from Tenant specifying the nature of such breach or default (or such longer period of time as is reasonably required by Landlord to cure same, subject to Force Majeure). If Landlord fails to cure the default (or to timely commence and thereafter diligently prosecute the cure of such default), Tenant, in addition to all other rights or remedies available to Tenant in equity (only), may recover damages from Landlord in an amount necessary to compensate Tenant for the detriment proximately caused by Landlord's default or which in the ordinary course would likely result therefrom. If the uncured default relates to a matter on the Premises or within the Utility Facilities, then Tenant, at its option, may cure the default on behalf of Landlord, and recover from Landlord the reasonable costs of such cure, including, but not limited to, reasonable attorneys' fees; and any failure of Landlord to fully reimburse Tenant therefor within thirty (30) days after the date of Landlord's receipt of written notice from Tenant, which notice shall include copies of invoices evidencing the cure costs, shall entitle Tenant to deduct such costs, plus interest, from any amounts due to Landlord hereunder until Tenant is repaid in full. Notwithstanding the foregoing, Tenant shall not deduct more than fifty (50%) percent of the amount of each monthly installment of Minimum Annual Rent if there are sufficient months remaining in the then-current Term of this Lease to enable Tenant to fully recover the amount owed by Landlord; but if insufficient time remains in the then-current Term to fully recover the amount owed by Landlord, then the foregoing limitation shall not apply and Tenant shall be permitted to offset amounts sufficient to be fully reimbursed by the end of the then-current Term. If Landlord's uncured default was a material default, such as, but not limited to, a material violation of Landlord's obligations with respect to the Protected Area or under Section 7.5(b) above, then Tenant may terminate this Lease and recover from Landlord an amount equal to the unamortized documented value of the improvements on the Premises on the day before the Lease terminates (as determined by Tenant's books and records kept in accordance with generally accepted accounting principles using a fifteen (15) year straight line amortization schedule) plus any reimbursements due to Tenant from Landlord under the terms of this Lease that were not previously paid less, if and to the extent collected by Tenant, the unamortized amount of the Tenant Allowance (as defined in Section 22.23 below –

using a fifteen (15) year straight line amortization schedule). If Tenant elects to terminate this Lease as aforesaid, then such remedy shall be exclusive to all other remedies which might otherwise be available at such time to Tenant.

Section 16.2. Notice to First Mortgagee.

If Landlord and/or the holder of the first mortgage covering the Premises shall have given written notice to Tenant of the address to which notices to such holder are to be sent, Tenant shall give such holder written notice simultaneously with any notice given to Landlord of any default of Landlord, and said holder shall have the right, but not the obligation, within thirty (30) days after the date of its receipt of such notice, to cure such default before Tenant may take any action by reason of such default.

ARTICLE XVII
ACCESS BY LANDLORD

Section 17.1. Right of Entry.

Landlord and its agents and employees shall have the right to enter the Premises during normal business hours from time to time throughout the Term upon at least twenty-four (24) hours prior written notice to the Project's general manager (but not during Tenant's prime dining hours, except in an emergency situation) for the purposes of inspecting the same, showing the Premises to prospective purchasers and other persons and making such repairs, alterations, improvements or additions thereto which are permitted to be made by Landlord pursuant to the terms and provisions of this Lease. Rent shall not abate while any such repairs, alterations, improvements and/or additions are being made. Furthermore, during any apparent emergency, Landlord and/or its agents and/or employees may enter the Premises forcibly without liability therefor and without in any manner affecting Tenant's obligations under this Lease. Nothing contained herein shall be deemed to impose upon Landlord any obligation, responsibility or liability whatsoever for any care, maintenance or repair to the Premises, except as otherwise expressly provided elsewhere in this Lease. During the last six (6) months of the Term, Landlord may exhibit the Premises to prospective tenants and maintain upon the Premises notices deemed advisable by Landlord; provided, however, Landlord's activities shall not materially and adversely interfere with Tenant's normal business operations.

ARTICLE XVIII
HOLDING OVER; SUCCESSORS

Section 18.1. Holding Over.

If Tenant holds over or occupies the Premises beyond the Term (it being agreed there shall be no such holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to one and one-half (1-1/2) times the previously applicable installment of Minimum Annual Rent prorated for the number of days of such holding over, plus a pro rata portion of all other amounts which Tenant would have been required to pay hereunder had this Lease been in effect. If Tenant holds over with or without Landlord's written consent, Tenant shall occupy the Building and the Premises on a month to month tenancy and all other terms and provisions of this Lease shall be applicable to such period. Tenant hereby waives any and all notice to which Tenant may otherwise be entitled under the laws of the State as a prerequisite to a suit against Tenant for unlawful detention of the Premises.

Section 18.2. Successors.

All rights and liabilities herein given to or imposed upon the respective parties hereto shall bind and inure to the several respective heirs, successors, administrators, executors and assigns of the parties and, if Tenant is more than one (1) person, said persons shall be bound jointly and severally by this Lease, except that no rights shall inure to the benefit of any assignee or subtenant of Tenant unless the assignment or sublease was approved by Landlord in writing as provided in Section 12.1 above. Landlord, at any time, and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment, Landlord and its successors and assigns (other than the assignee of Landlord's interest in this Lease) shall be released from any and all liability thereafter accruing hereunder.

ARTICLE XIX
QUIET ENJOYMENT

Section 19.1. Landlord's Covenant.

If Tenant pays the Rent, Additional Rent and all other amounts due hereunder and observes and performs all covenants, terms and conditions required of Tenant hereunder at the times and in the manner required by this Lease, Landlord covenants that Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without interruption by Landlord or any person or persons claiming by, through or under Landlord; subject, however, to the terms and conditions of this Lease.

ARTICLE XX
TENANT'S PROPERTY

Section 20.1. Taxes on Leasehold.

Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and/or federal taxes coming due during or after the Term against Tenant's interest in this Lease or against personal property of any kind owned or placed in, upon or about the Building and/or the Premises by Tenant.

ARTICLE XXI

[INTENTIONALLY DELETED]

ARTICLE XXII
MISCELLANEOUS

Section 22.1. Waiver.

No waiver by Landlord or Tenant of any breach of any term, covenant, condition or agreement hereof shall be deemed a waiver of any subsequent breach of the same or any other term, covenant, condition or agreement hereof, nor shall Landlord's acceptance of Rent or any other amount due Landlord hereunder be deemed to be a waiver of any earlier breach by Tenant of any term, covenant, condition or agreement hereof, regardless of Landlord's knowledge of such any such breach when such Rent is accepted. No covenant, term, condition or agreement of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing.

Section 22.2. Accord and Satisfaction.

Landlord is entitled to accept, receive and cash (or deposit) any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same, at Landlord's option, to any obligation of Tenant, and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter by Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check for payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other remedy available hereunder.

Section 22.3. Entire Agreement; Amendments.

This writing contains the entire agreement between Landlord and Tenant regarding the subject matter of this Lease, and each party acknowledges that there are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than as expressly set forth herein. Except as expressly provided elsewhere in this Lease to the contrary, no alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by both parties.

Section 22.4. Relationship of Parties; No Partnership.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of Rent, nor any other provision contained in this Lease, nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

Section 22.5. Force Majeure.

If either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of an act of God, strike, lockout, labor trouble, inability to procure material, failure of power, restrictive governmental law or regulation, riot, insurrection, war, environmental remediation work, whether ordered by any governmental body or voluntarily initiated, or other reason of a like nature not the fault of the party delayed in performing the work or doing the act required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section 22.5 shall at no time operate to excuse Tenant from its obligation to pay Minimum Annual Rent, Additional Rent or any other amount required by the terms of this Lease when the same are due, and all such amounts shall be paid as and when due.

Section 22.6. Submission of Lease.

Tenant recognizes and agrees that Landlord's submission of this Lease to Tenant does not constitute an offer or an option to lease the Premises, nor is it intended as a reservation of the Premises for the benefit of Tenant. This Lease shall become effective only upon the execution and delivery thereof by Landlord and Tenant. The "Execution Date" of this Lease shall be the date filled in on Page 1 hereof by Landlord, which shall be the date this Lease is fully-executed and delivered to Tenant.

Section 22.7. Notices.

Every notice, demand, consent, request, approval, report, offer, acceptance, certificate or other communication which may or is required to be given or delivered under or with respect to this Lease or by applicable law or statute shall be in writing and sent postage prepaid by United States certified mail, return receipt requested, or pre-paid express delivery service, and directed to the other party at the Notice Address(es) set forth in Section 1.1(q) above, or at such other address within the continental United States as any party may hereafter designate by similar notice to the other. Notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date received, as evidenced by the return receipt of the certified mail, or the day following mailing if sent by overnight express delivery carrier so long as written confirmation of receipt is available from the carrier. If and as provided in Section 17.2 above, a duplicate copy of all notices from Tenant shall be sent to any mortgagee of Landlord. Any party may give written notice hereunder by means other than United States certified mail or overnight express delivery which is reasonably calculated to reach the other party, including, without limitation, hand delivery, facsimile and private courier; provided, that any such notice shall be deemed to have been given and shall be deemed effective only when actually received by the addressee, proof of receipt of which shall be furnished by the party sending such notice upon request.

Until another address is provided to Tenant, payments of Rent, Additional Rent and all other amounts and charges due Landlord pursuant to any provision of this Lease shall be made payable to Landlord and directed, together with a copy of any invoice(s) relating thereto (where applicable), to: SDG DADELAND ASSOCIATES, INC., P. O. Box 644076, Pittsburgh, Pennsylvania 15264-4076. All notices from Tenant to Landlord required or permitted by any provision of this Lease shall be directed to Landlord at the Notice Address(es) set forth in Section 1.1(q) above.

Section 22.8. Captions, Section Numbers and Table of Contents.

This Lease shall be construed without reference to titles of Articles and Sections, which are inserted only for convenience of reference.

Section 22.9. Number and Gender.

The use herein of a singular term shall include the plural, and the use of the masculine, feminine or neuter genders shall include all others.

Section 22.10. Joint and Several Liability.

If Tenant is a partnership or other business organization the members of which are subject to personal liability, the liability of each such member under this Lease shall be deemed to be joint and several.

Section 22.11. Limitation of Liability.

Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities which constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall, subject to the rights of any first mortgagee, look solely to the interest of Landlord and its successors and assigns in and to the Center for the satisfaction of each and every remedy of Tenant in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

Section 22.12. Broker's Commission.

Each party represents and warrants to the other that neither of them nor their agents or representatives has engaged or contacted any broker, finder or intermediary, nor caused or incurred any claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except for JOHN DENNIS of Corporate Realty Advisors, Inc. ("Broker"), whose commission and payment terms are set forth in a separate agreement between Landlord and Broker. Landlord and Tenant agree that no other broker, finder or intermediary has been involved with the transaction contemplated hereunder, and each party agrees to indemnify, defend and hold the other party harmless from and against any and all claims for fees, commissions or other compensation claimed to be due to any other broker, finder or intermediary with whom the indemnifying party may have dealt in connection with this transaction (including, without limitation, the cost of reasonable attorneys' fees in connection therewith).

Section 22.13. Partial Invalidity.

If any clause, term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Lease, or the application of such clause, term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each clause, term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 22.14. Recording.

This Lease shall not be recorded but, at the request of either Landlord or Tenant, a "Memorandum of Lease Agreement" in substantially the form of Exhibit H attached hereto and made a part hereof (the "Memorandum of Lease Agreement") setting forth the names of Landlord and Tenant and their respective addresses, a description of the Premises, the Execution Date, the Term hereof, the Commencement Date and such other provisions hereof as may be required by law or reasonably acceptable to Landlord and Tenant, shall be executed, attested and acknowledged, and thereafter recorded in the Recorder's Office of the County. All costs, taxes, fees and other expenses attributable to the execution of this Lease and/or to the execution and recording of the Memorandum of Lease Agreement shall be charged to and paid by Tenant. Landlord and Tenant acknowledge and agree that the failure to record the Memorandum of Lease Agreement shall not affect or impair the validity and effectiveness of this Lease.

Section 22.15. Applicable Law.

This Lease shall be governed by and construed in accordance with the laws of the State.

Section 22.16. Attorney's Fees; Expenses.

If Landlord or Tenant incur any expenses as a result of Tenant's or Landlord's failure to perform any of their respective obligations hereunder, including, but not limited to, reasonable attorney's fees and costs of tribunals at all levels, Tenant or Landlord, as the case may be, shall pay or reimburse the other for such reasonable expenses, and any such expenses that have not been paid or reimbursed may be added to or included in any judgment rendered in Landlord's or Tenant's favor, as the case may be, in any lawsuit or other proceeding against the other. Landlord and Tenant covenant and agree to pay all of their respective expenses incurred in connection with the preparation and negotiation of this Lease and the transactions contemplated hereby, including, without limitation, all of their respective accounting, legal, appraisal, inspection and consulting fees.

Section 22.17. Counterparts.

This Lease may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and, when Landlord and Tenant have each signed at least one (1) copy, such copies together shall constitute a fully executed and binding agreement.

Section 22.18. Representation by Corporate Tenant.

If Tenant is or will be a corporation (or other legal entity requiring an officer to execute this Lease), the persons executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant is a duly qualified corporation authorized to do business in the State, that all franchise and corporate taxes have been paid to date and that all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due, and that the person signing this Lease on behalf of the corporation (or other legal entity requiring an officer to execute this Lease) is an officer of Tenant, and is duly authorized to sign and execute this Lease.

Section 22.19. Unrelated Business Taxable Income.

If at any time and from time to time during the Term, Landlord is advised by its counsel or counsel to a tax exempt partner of the managing partner of Landlord that any provision of this Lease, including, without limitation, the provisions relating to the payment of Rent and Additional Rent, or the absence of any provision might give rise to unrelated business taxable income within the meaning of Section 512 of the Internal Revenue Code of 1986, as amended, or the regulations issued thereunder, or may jeopardize the tax-exempt status of any partner in Landlord or any partner in a partnership that is a partner in Landlord, or may prevent any such partner from obtaining such tax-exempt status, then this Lease may be unilaterally amended by Landlord in such manner as shall meet the requirements specified by counsel for Landlord; provided that such amendment shall not cause a material adverse affect on any of Tenant's rights, covenants and obligations under this Lease. In furtherance of the foregoing, Tenant covenants and agrees to execute all documents or instruments necessary to effect such amendments, provided that no such amendment shall result (on an estimated basis) in Tenant having to pay, in the aggregate, more on account of its occupancy of the Premises than it would be required to pay under the terms of this Lease, or having to receive fewer services or services of lesser quality than it is presently entitled to receive under this Lease.

Any services which Landlord is required to furnish pursuant to the provisions of this Lease may, at Landlord's option, be furnished from time to time, in whole or in part, by employees of Landlord or the managing agent of the Center or its employees or by one or more third persons hired by Landlord or the managing agent of the Center. Upon Landlord's written request, Tenant covenants and agrees to enter into direct agreements with the managing agent of the Center or other parties designated by Landlord for the furnishing of any such services required to be furnished by Landlord herein, in form and content approved by Landlord; provided, however, that no such contract shall result (on an estimated basis) in Tenant having to pay, in the aggregate, more money on account of its occupancy of the Premises under the terms of this Lease, or having to receive fewer services or services of a lesser quality than it is presently entitled to receive under this Lease.

Section 22.20. Mitigation and Preservation of Rights.

In the event of an uncured default hereunder, the non-defaulting party shall use reasonable efforts to mitigate damages to the extent required under the laws of the State. The rights of Landlord and Tenant as stated in Articles XV and XVI above in the event of a default will not preclude either party from pursuing any equitable remedies, including, but not limited to, specific performance and injunctive relief, to the extent such remedies are available to either party under the laws of the State.

Section 22.21. Punitive and Exemplary Damages Waived.

The parties agree that in no event will either party be entitled to recover punitive or exemplary damages.

Section 22.22. [Intentionally Deleted].

Section 22.23. Landlord's Contribution Towards Tenant's Work.

Within ten (10) days prior to the date Tenant commences Tenant's Work in the Premises, and in any event prior to requesting payment hereunder, Tenant shall deliver to Landlord a schedule of values in a form acceptable to Landlord, consisting of a complete and accurate list of all contractors, subcontractors, materialmen, suppliers or other persons who will furnish work, labor, materials, equipment or supplies in connection with Tenant's Work for contract amounts greater than Five Thousand Dollars ($5,000.00), showing quantities and the dollar amounts of Tenant's or its general contractor's contracts with said parties in connection with Tenant's Work, which amounts shall represent Tenant's cost figures upon which the cost of Tenant's work is based. Such schedule of values shall be updated by Tenant with each application for payment.

Notwithstanding anything herein to the contrary, within thirty (30) days after Tenant has opened for business in the Premises, has provided Landlord with commercially reasonable waivers of lien from all contractors, subcontractors or materialmen that furnished labor and/or materials to the Premises and has furnished Landlord with the affidavit described below and a completed IRS Form W-9, Landlord shall pay to Tenant an amount equal to the sum of $150.00 per square foot of Store Floor Area (which does not include the patio), as a reimbursement toward the cost of Tenant's leasehold improvements ("Tenant Allowance"). Any funds designated in this Lease as a Tenant Allowance either by way of a cash payment, rent reduction, rent credit, rent abatement or the like shall be paid by Landlord to Tenant as set forth in this Lease and shall be used exclusively for the purpose of the construction of Permanent Improvements (as defined below). In accordance with Section 110 of the Internal Revenue Code of 1986, as amended, (the "Code") and regulations thereunder, the Tenant Allowance referenced in this Section is for the purpose of constructing or improving

qualified long-term real property (within the meaning of Section 110 of the Code) for use in the Tenant's trade or business at the Premises. Landlord owns the improvements made to the Premises funded by such Tenant Allowance and will depreciate same as long term real property. Upon Tenant's completion of such related work, Tenant shall furnish an affidavit to Landlord stating that the Tenant Allowance was used solely for alterations, improvements, fixtures and equipment that become part of or attached or affixed to the Premises ("Permanent Improvements"), but excluding trade fixtures, furniture and furnishings, or other personal property. Tenant must submit to Landlord a completed IRS Form W-9 prior to payment of any portion of the Tenant Allowance. In the event that Landlord fails to pay the Tenant Allowance as required hereunder, then Tenant shall have the right to either: (a) file an action against Landlord in a court of law to recover the Tenant Allowance (plus interest accruing at the rate of twelve percent [12%]), or (b) offset the Tenant Allowance (plus interest accruing at the rate of twelve percent [12%]) against all sums due hereunder until such time as Tenant has fully received the value of the Tenant Allowance plus accrued interest.

Section 22.24. Non-Discrimination.

Landlord hereby covenants by and for itself, its successors and assigns and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status or sex in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall Landlord for itself, or for any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number or occupancy of tenants, leases, subleases, subtenants or vendors in the land herein leased.

Section 22.25. Intentionally Deleted.

Section 22.26. Grease Interceptor.

Landlord, as part of Landlord's Work, shall install a grease interceptor for use by Tenant and other tenants in the Center. Landlord shall perform the inspection, cleaning and repairing of the grease interceptor and Tenant shall pay to Landlord its proportionate share of the cost thereof based upon the number of tenants serviced by such grease interceptor. Tenant's proportionate share of such cost shall be due and payable within ten (10) days after billings therefor are rendered to Tenant. The use of said grease interceptor shall comply with all applicable provisions of this Lease and with all applicable governmental codes.

22.27. Landlord's Representations.

Landlord makes the following representations and warranties to Tenant, each of which is (i) material and being relied upon by Tenant in entering into this Lease and (ii) true in all respects as of the Execution Date. If any material adverse change occurs subsequent to the Execution Date and before the Delivery Date such that any of these representations and warranties would no longer be true, then Landlord shall immediately advise Tenant thereof, in writing, and, provided Landlord does not rectify such change within thirty (30) days of Landlord's receipt of Tenant's notice to terminate, Tenant shall have the right and option to terminate this Lease. In addition, if any representation and warranty is no longer true due to an act or omission of Landlord, then the same shall constitute a default under this Lease.

A. Landlord is a duly constituted and validly existing corporation under the laws of the State of Delaware and is authorized to do business in the State of Florida. All trust documents are in full force and effect and Landlord remains the trustee of that certain Trust under Trust Agreement dated August 7, 1997, known as Trust Number 8.

B. Landlord has the full right, power and authority to enter into and perform Landlord's obligations pursuant to this Lease and to lease the Premises to Tenant and grant the easements, rights and/or licenses set forth herein in the manner contemplated in this Lease without the consent, approval or joinder of any other person or entity.

C. Landlord owns or has beneficial control all of the real and personal property described as the Landlord's Tract, including the Premises, and that certain portions of the Center are owned by major anchor tenants. Landlord hereby represents and warrants that it does not need to access any portions of the Center owned by such major anchor tenants in connection with Landlord's Work, or if Landlord does need to access such property, Landlord has obtained all necessary approvals from the applicable major anchor tenant property owner.

D. No person or entity other than Tenant has a right to possession of all or any part of the Premises.

E. To the best of Landlord's actual knowledge, there are no current or future plans to modify any road which would materially adversely affect the Premises, the Common Area or access between such road(s) and the Premises or the Common Area. Landlord has not received a notice of any condemnation proceeding affecting any portion of the Landlord's Tract, and to Landlord's actual knowledge, no such condemnation proceeding has been proposed.

F. To the best of Landlord's actual knowledge, no provision of this Lease violates any agreement, order or decree to which Landlord is a party or by which Landlord is bound. To Landlord's actual knowledge, no provision of this Lease violates any law or regulation to which Landlord is subject or by which Landlord is bound.

G. To the best of Landlord's actual knowledge, there are no agreements or restrictions that would limit, restrict, impair or prevent the construction and/or operation of a typical "Earl's Kitchen and Bar" restaurant on the Premises other than applicable governmental requirements.

H. To the best of Landlord's actual knowledge, there are no unpaid special assessments, matured or unmatured, that are binding upon the Premises. To Landlord's actual knowledge, there are no contemplated assessments that may be imposed upon the Premises relating to a public project.

I. To Landlord's actual knowledge, Landlord is not now involved in any pending, nor aware of any threatened, proceeding, claim or controversy which affects the Premises or the Common Area or Landlord's ability to perform its obligations under this Lease.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, losses, liabilities or damages (including court costs and reasonable attorney's fees) incurred by Tenant as a result of any breach of any of the foregoing representations and warranties.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease to be effective as of the day and year first above written.

WITNESSES:

Name: Linda Sonley
LINDA SONLEY

Name: Nina Rondinella
Nina Rondinella

LANDLORD:

SDG DADELAND ASSOCIATES, INC., as Trustee under Trust Agreement dated August 7, 1997, known as Trust Number 8

By: _____
Richard S. Sokolov, President and Chief Operating Officer

WITNESSES:

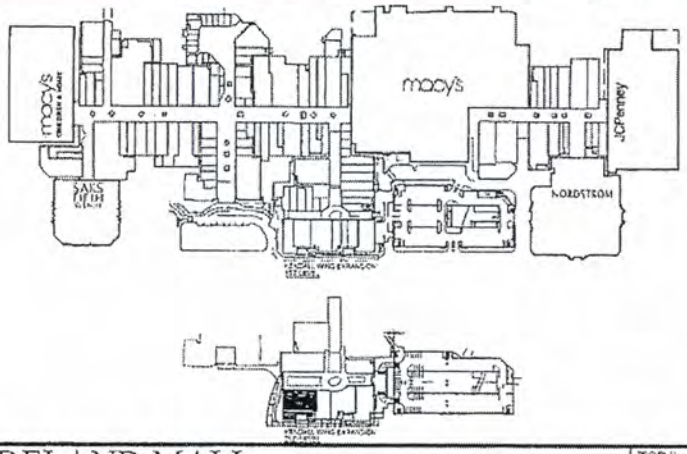
Name: _____
Richard Li

Name: _____
Cathy Humphrey

TENANT:

EARL'S RESTAURANT (DADELAND) INC.

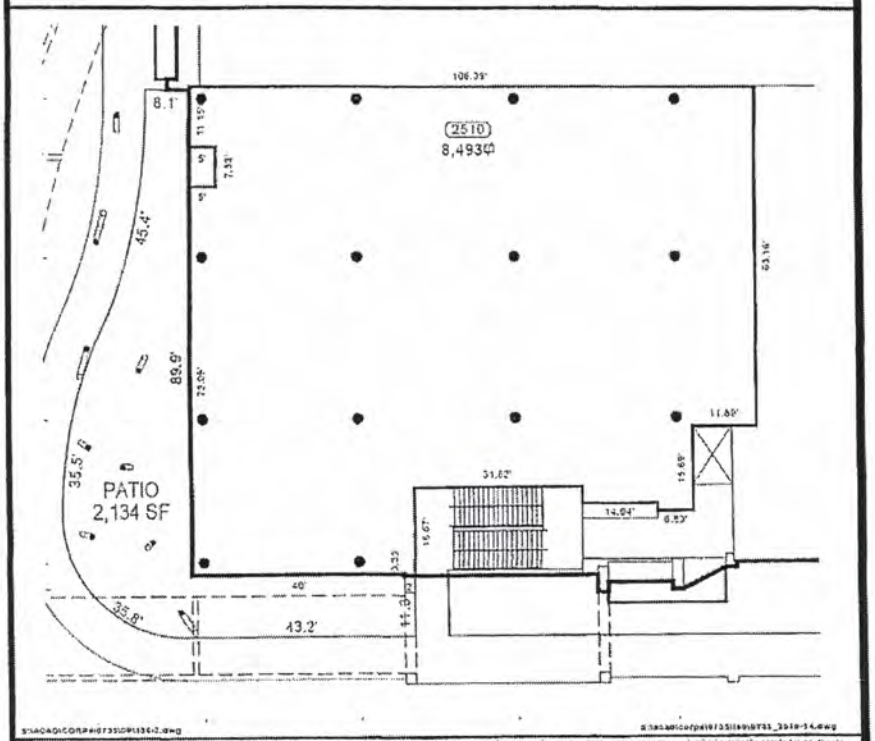
By: _____
Name: Tony Martino
Title: Chief Operating Officer
Date: January 11, 2013



DADELAND MALL

TSD# 2510-14
Level: 02

SIMON® SIMON PROPERTY GROUP
225 W. WASHINGTON ST.
INDIANAPOLIS, IN 46204



DBA Name: Unit No. 2510 Leasing Agent:	Date: 07/19/2012 08:46 Scale: 1" = 20' Corp. No. 0735

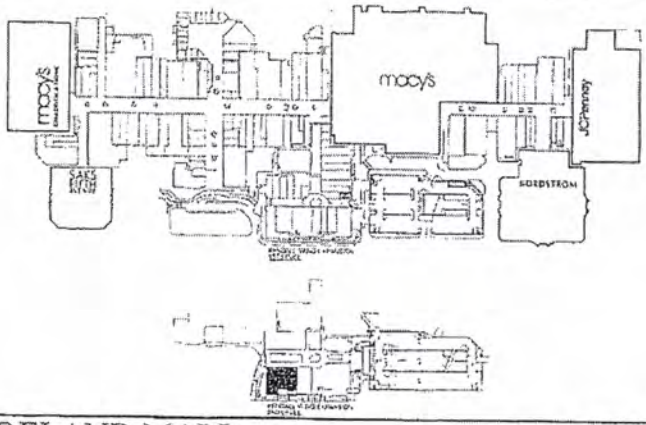
EXHIBIT "A"

2486805-3 12249.0002000

EXHIBIT A-1

DEPICTION OF THE PREMISES, THE PROTECTED AREA, SERVICE AREA, SERVICE CORRIDORS, VALET PARKING AREA

[FOUR (4) PAGES FOLLOW]



DADELAND MALL

TSD# 2510-14
Level: 02

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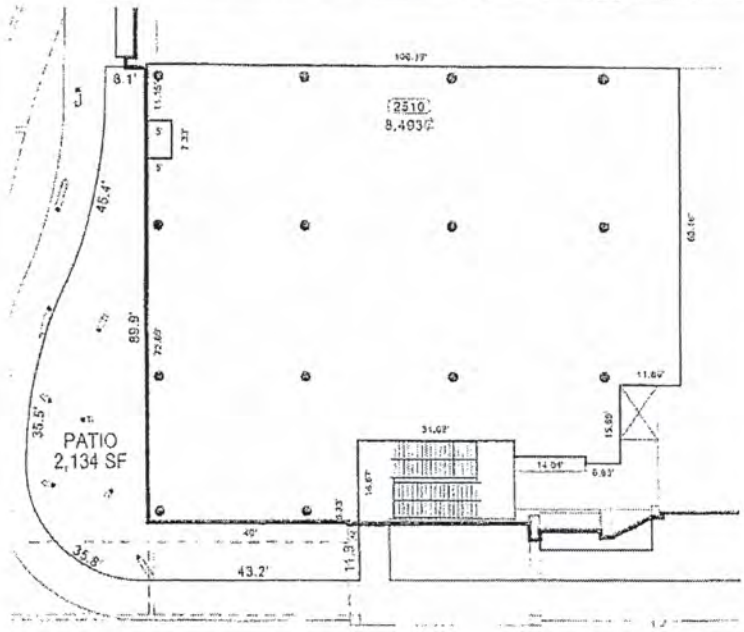
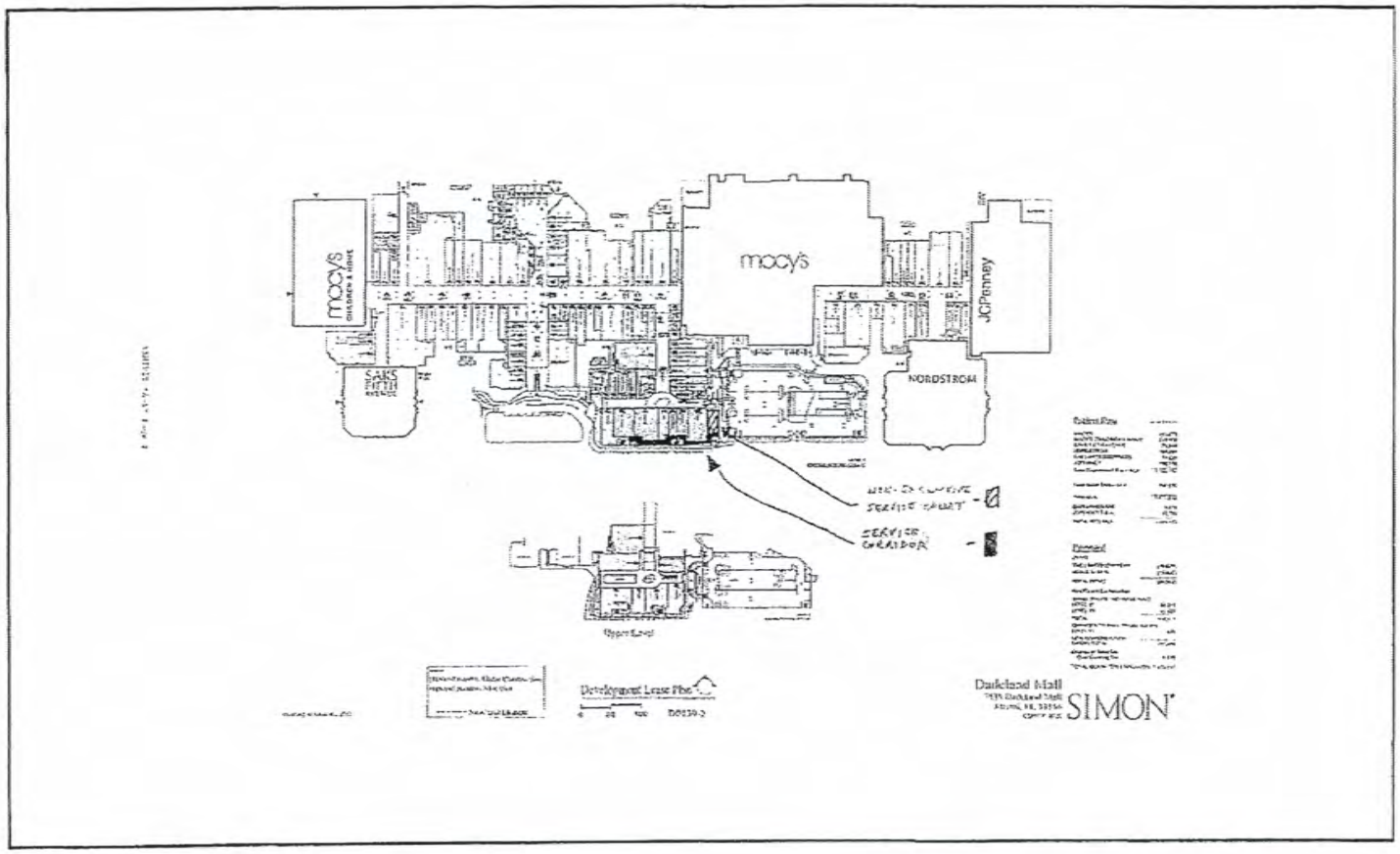


DBA Name:
Unit No. 2510
Leasing Agent:

EXHIBIT "A-1" Page 1

Date: 07/19/2012 08:46
Scale: 1" = 20'
Corp. No. 0735

2486805-3 17249.0002000



macy's
SAKS FIFTH AVENUE
macy's
JCPenney
NORDSTROM
SERVICE CORRIDOR
Development Lease Plan
Dadeland Mall
SIMON

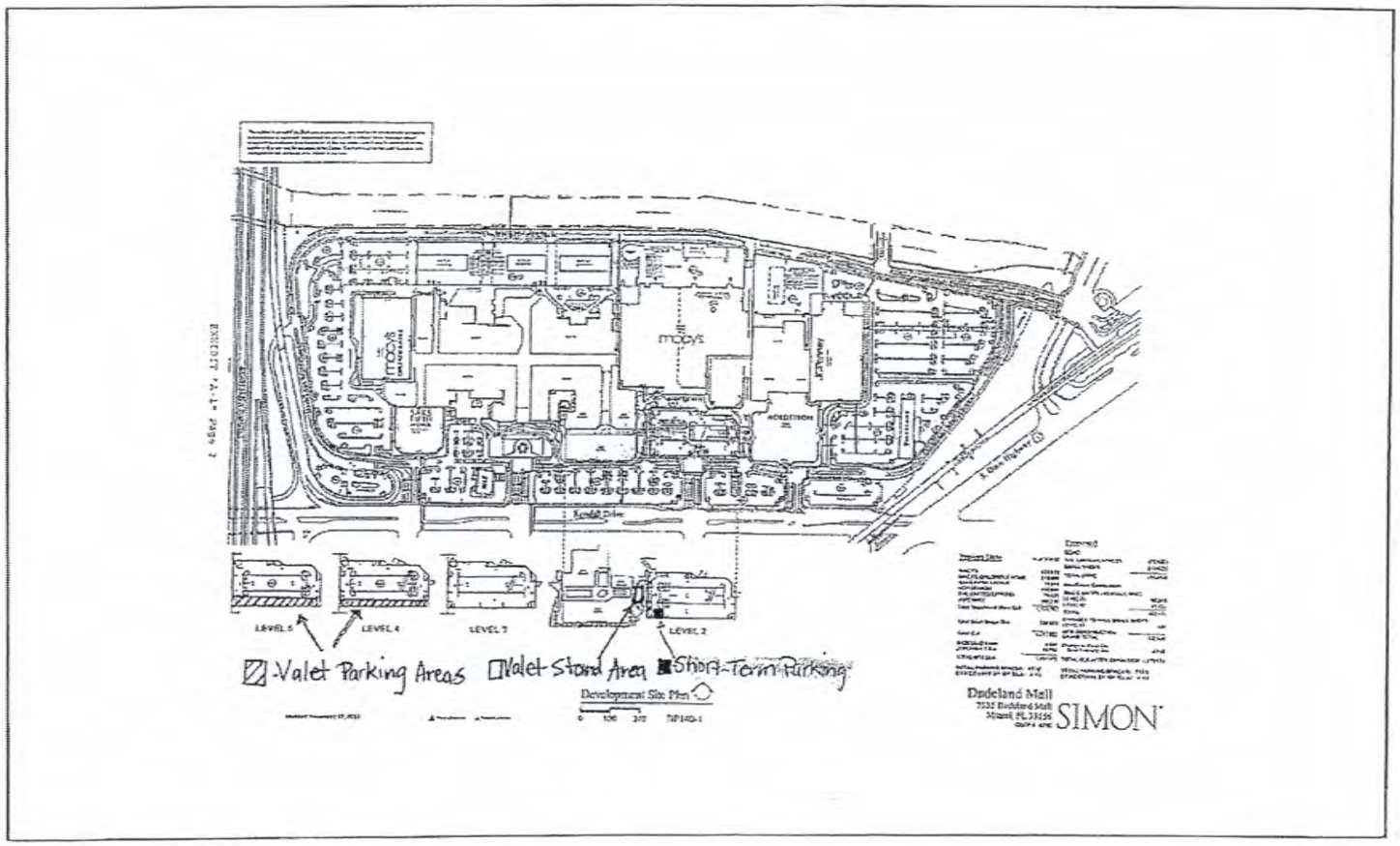
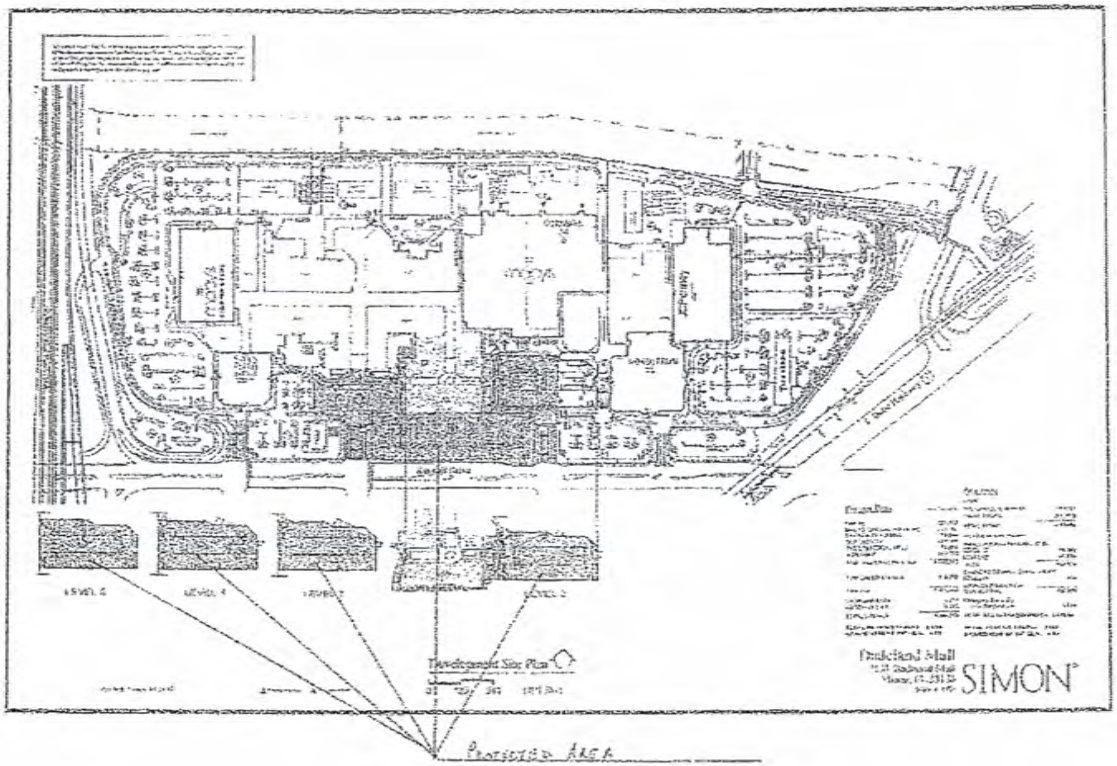


EXHIBIT "A-1" Page 2
LEVEL 5
LEVEL 4
LEVEL 3
LEVEL 2
Valet Parking Areas
Valet Stand Area
Short-Term Parking
Development Site Plan
Dadeland Mall
SIMON



24648543 12249.0002000

EXHIBIT A-2

Intentionally Deleted

EXHIBIT B

LEGAL DESCRIPTION OF LANDLORD'S TRACT

PARCEL 1

A PORTION OF TRACT "B" AND TRACT "D", PALMETTO-KENDAL HEIGHTS, AS RECORDED IN PLAT BOOK 70, PAGE 47, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "B", PALMETTO-KENDAL HEIGHTS, AS RECORDED IN PLAT BOOK 70, PAGE 47, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N85°36'42"E ALONG THE NORTH LINE OF SAID TRACT "B" 1373.98 FEET TO THE BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 13999, PAGE 1907, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY THE FOLLOWING ELEVEN COURSES: S04°32'13"E 574.19 FEET; THENCE N85°27'47"E 9.80 FEET; THENCE S04°32'13"E 75.00 FEET;

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THENCE N85°27'47"E 13.00 FEET; THENCE S04°32'13"E 12.50 FEET; THENCE N85°27'47"E 99.05 FEET; THENCE S04°32'13"E 27.50 FEET TO A LINE DESCRIBED IN AFORESAID QUIT CLAIM DEED AS LYING 535.00 FEET NORTH OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N85°27'47"E ALONG SAID PARALLEL LINE 262.00 FEET; THENCE LEAVING SAID PARALLEL LINE RUN N04°32'13"W 154.00 FEET; THENCE N85°27'47"E 172.00 FEET; THENCE N04°32'13"W 504.66 FEET TO THE AFOREMENTIONED NORTH LINE OF TRACT "B"; THENCE LEAVING SAID BOUNDARY OF THE PARCEL DESCRIBED IN THE QUIT CLAIM DEED RUN S86°03'14"E ALONG SAID NORTH LINE OF TRACT "B" 495.15 FEET TO THE WEST RIGHT OF WAY LINE OF 72ND AVENUE, LYING 35.00 FEET WEST OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF AFORESAID SOUTHWEST ¼ OF SECTION 35; THENCE RUN S04°05'53"E ALONG SAID WEST RIGHT OF WAY LINE 75.61 FEET TO THE NORTH LINE OF THE NORTH PORTION OF VACATED RIGHT OF WAY DESCRIBED IN THE RESOLUTION GRANTING PETITION TO CLOSE PORTIONS OF AFORESAID 72ND AVENUE RECORDED IN OFFICIAL RECORDS BOOK 16838, PAGE 3458, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTH LINE OF THE NORTH PORTION OF VACATED RIGHT OF WAY THE FOLLOWING FIVE COURSES: S82°13'14"E 35.77 FEET TO THE AFOREMENTIONED EAST LINE OF THE SW ¼ OF SECTION 35; THENCE RUN ALONG SAID EAST LINE OF THE SW ¼ S04°05'53"E 2.66 FEET; THENCE LEAVING SAID EAST LINE OF THE SW ¼ RUN S86°03'14"E 259.47 FEET; THENCE S83°59'28"E 69.45 FEET; THENCE S86°03'14"E 75.26 FEET TO A POINT ON THE WESTERLY LINE OF THE PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 4137, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE LEAVING AFORESAID NORTH LINE OF THE NORTH PORTION OF THE VACATED RIGHT OF WAY RUN ALONG SAID WESTERLY LINE OF THE PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 4137, THE FOLLOWING FIFTEEN COURSES: S86°03'14"E 67.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 32.00 FEET AND CENTRAL ANGLE OF 79°59'44"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 44.68 FEET TO THE POINT OF TANGENCY; THENCE S06°03'30"E 86.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 12°21'50"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 59.34 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF

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263.72 FEET, SAID NON-TANGENT POINT BEARING S70°12'40"E FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 46.17 FEET THROUGH A CENTRAL ANGLE OF 10°04'12" TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 264.00 FEET, SAID NON-TANGENT POINT BEARING S74°09'38"E FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 48.38 FEET THROUGH A CENTRAL ANGLE OF 10°29'56" TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY LYING 61.00 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EASTERLY LINE OF TRACT "D", AFORESAID PALMETTO-KENDAL HEIGHTS, HAVING A RADIUS OF 2753.93 AND A CENTRAL ANGLE OF 02°03'46"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 99.14 FEET TO THE POINT OF TANGENCY; THENCE RUN ON A RADIAL BEARING OF S61°35'56"E 11.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2764.93 FEET AND LYING 50.00 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE AFORESAID EASTERLY LINE OF TRACT "D"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 66.42 FEET, THROUGH A CENTRAL ANGLE OF 01°22'35" TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2693.53 FEET, SAID NON-TANGENT POINT BEARING S47°42'17"E FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 50.65 FEET THROUGH A CENTRAL ANGLE OF 01°04'38" TO A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2753.93 FEET AND LYING 61.00 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE AFORESAID EASTERLY LINE OF TRACT "D", SAID NON-TANGENT POINT BEARING S59°11'46"E FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 116.11 FEET, THROUGH A CENTRAL ANGLE OF 02°24'56" TO THE POINT OF TANGENCY; THENCE RUN ON A RADIAL BEARING OF S56°46'50"E 11.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2764.93 FEET AND LYING 50.00 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE AFORESAID EASTERLY LINE OF TRACT "D"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 171.35 FEET, THROUGH A CENTRAL ANGLE OF 03°33'03" TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 155.00 FEET AND A CENTRAL ANGLE OF 48°41'34"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 131.73 FEET TO THE POINT OF TANGENCY; THENCE RUN S85°27'47"W 15.43 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED NORTH PORTION OF

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VACATED RIGHT OF WAY DESCRIBED IN THE RESOLUTION GRANTING PETITION TO CLOSE PORTIONS OF AFORESAID 72nd AVENUE RECORDED IN OFFICIAL RECORDS BOOK 16938, PAGE 3458; THENCE RUN ALONG THE SOUTH LINE OF SAID NORTH PORTION OF THE VACATED RIGHT OF WAY THE FOLLOWING THREE COURSES: S85°27'47"W 14.54 FEET; THENCE N82°07'40"W 50.69 FEET; THENCE S85°27'47"W 5.87 FEET TO THE SOUTHWEST CORNER OF THE AFORMENTIONED NORTH PORTION OF VACATED RIGHT OF WAY AND THE NORTHERLY LINE OF THE AFOREMENTIONED PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 4137; THENCE LEAVING SAID SOUTH LINE OF THE NORTH PORTION OF THE VACATED RIGHT OF WAY RUN ALONG THE NORTHERLY AND WESTERLY LINES OF SAID PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 4137 THE FOLLOWING FIVE COURSES: S85°27'47"W 152.55 FEET; THENCE S04°32'13"E 11.00 FEET; THENCE S85°27'47"W 177.55 FEET; THENCE S04°05'53"E 156.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 27.00 FEET AND A CENTRAL ANGLE OF 89°33'40"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 42.20 FEET TO THE POINT OF TANGENCY ON THE NORTH RIGHT OF WAY LINE OF NORTH KENDALL DRIVE / SW 88TH STREET (STATE ROAD 94), A LINE LYING 53.00 FEET NORTH OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE AFOREMENTIONED SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 35 AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 87501-2601; THENCE RUN S85°27'47"W ALONG SAID NORTH RIGHT OF WAY LINE 457.33 FEET TO AN ANGLE POINT ON SAID NORTH RIGHT OF WAY-LINE DEFINED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17375, PAGE 819, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH RIGHT OF WAY OF KENDALL DRIVE AS DEDICATED BY SAID RIGHT OF WAY DEED N81°03'24"W 62.20 FEET TO A LINE LYING 67.50 FEET NORTH OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE AFORESAID SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 35; THENCE CONTINUE ALONG THE NORTH RIGHT OF WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 17375, PAGE 819, AND THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17441, PAGE 4928, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, 67.50 FEET NORTH OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 35 S85°27'47"W 927.15 FEET TO A POINT ON THE EASTERLY LINE OF THE PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 3929, OF THE PUBLIC

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RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 90°00'00" THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE OF THE PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 3929, 50.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY LINE OF THE PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 3929 , THE FOLLOWING SIX COURSES: N04°32'13"W 162.63 FEET; THENCE S85°27'47"W 122.10 FEET; THENCE N88°32'13"W 175.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 155.00 FEET AND A CENTRAL ANGLE OF 74°22'51"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 201.22 FEET TO THE POINT OF TANGENCY ON A LINE LYING 50.00 FEET EAST OF (WHEN MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF AFORESAID TRACT "B", PALMETTO-KENDAL HEIGHTS; THENCE N14°09'22"W ALONG SAID PARALLEL LINE 320.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2375.32 FEET AND A CENTRAL ANGLE OF 03°31'41"; THENCE LEAVING SAID PARALLEL LINE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 146.26 FEET TO THE NORTH LINE OF THE AFOREMENTIONED PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 3929; THENCE RUN S79°22'19"W ALONG SAID NORTH LINE OF THE PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 3929, 54.61 FEET TO THE AFORESAID WEST LINE OF TRACT "B"; THENCE LEAVING SAID NORTH LINE OF THE PUBLIC RIGHT OF WAY CONVEYED BY THE RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 17240, PAGE 3929, RUN N07°06'00"W ALONG SAID WEST LINE OF TRACT "B" 364.47 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL CONVEYED BY SDG DADELAND ASSOCIATES, INC., AS TRUSTEE, TO MIAMI-DADE COUNTY BY WARRANTY DEED RECORDED MARCH 27, 2003, IN OFFICIAL RECORDS BOOK 21130, PAGE 369, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT "B", PALMETTO-KENDAL HEIGHTS, AS RECORDED IN PLAT BOOK 70, PAGE 47, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

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COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N04°05'53"W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 35 FOR 53.00 FEET; THENCE S85°27'47"W, ALONG A LINE LYING 53.00 FEET NORTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35, FOR 551.80 FEET; THENCE N04°32'13"W, FOR 56.97 FEET FOR A POINT OF BEGINNING; THENCE S.85°40'30"W FOR 40.00 FEET; THENCE N04°19'30"W FOR 38.00 FEET; THENCE N85°40'30"E FOR 40.00 FEET; THENCE S04°19'30"E FOR 38.

TOGETHER WITH

PARCEL 2

A portion of Tract "D", "PALMETTO-KENDAL HEIGHTS", according to the plat thereof as recorded in Plat Book 70, Page 47, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said Tract "D", said point on the arc of a circular curve to the left, concave Northwesterly, said point bearing South 71° 30' 47" East from the center of said curve; thence Southerly along the Southeasterly (Easterly) line of said Tract "D", along the arc of said curve, having a radius of 2,814.93 feet and a central angle of 0° 00' 38", for an arc distance of 0.52 feet; thence North 86° 03' 14" West, along a line of 0.50 feet South of and parallel with the South right of way line of Canal C-2 (Snapper Creek Canal), for 108.10 feet to a point on the arc of a circular curve to the left, concave Southerly (the last described course being coincident with a right of way line which is a portion of the Right of Way dedicated to Dade County as described in Official Record Book 17240, Page 4117, of the Public Records of Miami-Dade County, Florida); thence Westerly along the right of way line of that certain Right of Way line described in Official Record Book 12089, Page 2270, and Official Record Book 12188, Page 2190, of the Public Records of Miami-Dade County, Florida and along the arc of said curve, having a chord bearing of North 86° 03' 14" West, a radius of 761.40 feet and a central angle of 03° 17' 35", for an arc distance of 43.76 feet; thence North 86° 03' 14" West, along a line 0.50 feet South of and parallel with the

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South right of way line of Canal C-2 (Snapper Creek Canal), for 493.89 feet, (the last described course being coincident with a right of way line which is a portion of the Right of Way dedicated to Dade County as described in Official Record Book 17240, Page 4137, of the Public Records of Miami-Dade County, Florida); thence North 04° 05' 53" West, along a line 35.00 feet East of and parallel with the East line of the Southwest 1/4 of Section 35, Township 54 South, Range 40 East, for 0.51 feet; thence South 86° 03' 14" East, along the South right of way line of Canal C-2 (Snapper Creek Canal) for 645.95 feet to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL 3

A portion of Tract "D", "PALMETTO-KENDAL HEIGHTS", according to the plat thereof as recorded in Plat Book 70, Page 47, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Tract "D", said point being on a circular curve, concave Northwesterly and bearing South 71° 30' 47" East from the center point of said curve; thence Southwesterly along the Easterly line of said Tract "D" and along the arc of said curve having a radius of 2,814.93 feet and a central angle of 2° 07' 28" for 104.39 feet to the POINT OF BEGINNING of the following described parcel; thence continue Southwesterly along said Easterly line of Tract "D" and along the arc of said curve having a radius of 2,814.93 feet and a central angle of 5° 43' 36" for 281.35 feet to a point which is tangent to a curve concave Northwesterly, said point bearing South 63° 39' 42" East from the center point of the last and next described curves; thence Northwesterly, along the arc of a circular curve to the left, having a radius of 325.00 feet and a central angle of 32° 23' 47" for 183.76 feet to a point of tangency; thence North 06° 03' 30" West for 62.90 feet to a point of curvature of a circular curve to the right; thence Northerly, Northeasterly and Southeasterly along the arc of said curve, having a radius of 25.00 feet and a central angle of 103° 40' 51", for 45.24 feet to a point of compound curvature; thence Southeasterly along a circular curve to the right, having a radius of 668.90 feet and a central angle of 05° 05' 54", for 59.52 feet to the POINT OF BEGINNING. The last four courses being coincident with right of way lines which are a portion of the Right of Way dedication to Dade County as

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described in Official Record Book 17240, Page 4137, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH

PARCEL 4

A portion of the East 330.00 feet of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 54 South, Range 40 East, Miami-Dade County, Florida, and a portion of Tract "D", "PALMETTO-KENDAL HEIGHTS", according to the plat thereof as recorded in Plat Book 70, Page 47, and a portion of the vacated right of way of former Southwest 72nd Avenue, as described in Official Record Book 16038, Page 3450, both of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of said Section 35, thence North 04° 05' 53" West along the East line of the Southwest 1/4 of said Section 35 for 65.50 feet to the POINT OF BEGINNING of the following described parcel; thence South 85° 27' 47" West, along a line parallel with and 65.50 feet North of as measured perpendicular to the South line of the Southwest 1/4 of Section 35 for 267.81 feet to a point of curvature; thence Westerly and Northwesterly, along the arc of said curve having a radius of 27.00 feet and a central angle of 90° 26' 20" for 42.62 feet to a point of tangency; thence North 04° 05' 53" West for 68.55 feet to the point of curvature of a circular curve to the right; thence Northerly and Northeasterly, along the arc of a circular curve having a radius 27.00 feet and a central angle of 89° 33' 40" for 42.20 feet to a point of tangency; thence North 85° 27' 47" East for 319.01 feet to the point of curvature of a circular curve to the left; thence Northeasterly, along the arc of said curve having a radius of 205.00 feet and a central angle of 48° 41' 34" for 174.22 feet to a point of tangency with a circular curve concave Northwesterly, said point bearing South 53° 13' 48" East from the center points of the last and next-described-curves, (the-last-five-described-courses-being-coincident-in-part-with-the-right-of-way lines which are a portion of the Right-of-Way dedicated to Dade County as described in Official Record Book 17240, Page 4137, of the Public Records of Miami-Dade County, Florida); thence run Southwesterly along the arc of a circular curve to the right, being concave Northwesterly, and having a radius of 2,814.93 feet and a central angle of 03° 24' 10" for 167.18 feet to a point of

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tangency; thence South 40° 10' 22" West for 79.70 feet; thence South 44° 13' 23" East, for 14.59 feet; thence South 45° 46' 37" West for 13.00 feet, (the last four courses being coincident with the Southeasterly boundary line of said Tract "D"); thence North 04° 05' 52" West, along a line parallel with and 35.00 feet East of as measured perpendicular to the West line of the Southeast 1/4 of said Section 35, for 6.17 feet; thence South 85° 27' 47" West, parallel with the South line of the Southwest 1/4 of said Section 35 for 35.00 feet to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL 5

A portion of Tract "B", "PALMETTO-KENDAL HEIGHTS", according to the plat thereof as recorded in Plat Book 70, Page 47, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwesterly corner of the Southwest 1/4 of Section 35, Township 54 South, Range 40 East, Miami-Dade County, Florida; thence North 04° 05' 28" West, along the West line of the Southwest 1/4 of said Section 35, for 1,226.46 feet to the intersection with the Southerly right of way line of Canal C-2 (Snapper Creek Canal); thence North 85° 35' 42" East, along the Southerly right of way line of Canal C-2 (Snapper Creek Canal) for 257.63 feet to a point on the Easterly right of way line of Limited Access Highway, Florida State Road No. 826 and the Northwest corner of said Tract "B"; thence South 07° 06' 00" East for 364.47 feet; thence South 14° 09' 22" East for 500.95 feet to the POINT OF BEGINNING of the following described parcel (the last two courses being along the Easterly Limited Access Right of Way Line of said State Road No. 826 and being also the Westerly line of said Tract "B"); thence South 30° 33' 51' East for 66.80 feet to a point of curvature of a circular curve to the left; thence Southeasterly along the arc of said curve, having a radius of 213.00 feet and a central angle of 26° 58' 11", for 100.26 feet to a point on a circular curve concave Northeasterly, with the center point of this next described curve bearing North 22° 50' 50" East from this last described point; thence Southeasterly along the arc of a circular curve to the left having a radius of 227.00 feet and a central angle of 21° 23' 03", for 84.72 feet to a point of tangency; thence South 88° 32' 13" East for 151.83 feet to the point of curvature of a circular curve to the right; thence Southeasterly, Southerly and Southwesterly.

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along the arc of said curve, having a radius of 50.15 feet and a central angle of 174° 00' 00", for 152.30 feet to a point of tangency; (the last four described courses being coincident with the right of way lines which are a portion of the Right of Way dedication to Dade County as described in Official Record Book 17240, Page 3929, of the Public Records of Miami-Dade County, Florida); thence South 85° 27' 47" West for 114.36 feet to the point of curvature of a circular curve to the right; thence Northwesterly along the arc of said curve having a radius of 190.00 feet and a central angle of 70° 34' 48" for 234.05 feet (the last two courses being coincident with right of way lines which are a portion of the Right of Way dedication to the State of Florida as described in Official Record Book 16713, Page 2181, of the Public Records of Miami-Dade County, Florida); thence North 14° 09' 22" West (along said Easterly Limited Access Right of Way Line of State Road No. 826 and the Easterly line of said Tract "B") for 152.06 feet to the POINT OF BEGINNING.

PARCEL 6:

Together with those rights and easements constituting rights in real property created, defined and limited by that certain Operating Agreement dated August 7, 1970 by and between Federated Department Stores, Inc. and Dadeland Shopping Center, Inc., as disclosed by Memorandum of Operating Agreement recorded April 28, 1971 in Official Record Book 7202, Page 58, Amendment to Operating Agreement dated December 1, 1980 between Federated Department Stores, Inc. and The Equitable Life Assurance Society of the United States, a New York corporation, as disclosed by Memorandum of Amendment to Operating Agreement dated December 1, 1980 and recorded March 10, 1981 in Official Record Book 11037, Page 1931, Second Amendment to Operating Agreement dated June 1, 1984 between Federated Department Stores, Inc. and The Equitable Life Assurance Society of the United States, and recorded March 12, 1985 in Official Record Book 12442, Page 238, and Assignment and Assumption of Operating Agreement dated January 12, 1989 between Federated Department Stores, Inc. and Burdines Real Estate, Inc. and recorded February 16, 1989 in Official Record Book 13999, Page 1913, as affected by the Supplement to Operating Agreement and Development Expansion Agreement dated February 28, 1997 between Federated Department Stores, Inc., Burdines, Inc. and The Equitable Life Assurance Society of the United States, recorded July 23, 1997 in Official Record Book 17722, Page 4948, and the Assignment of Operating Agreement dated August 8, 1997, by and between The Equitable Life Assurance Society of the United States and SDG Dadeland Associates, Inc., as Trustee under

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EXHIBIT C

DADELAND
ANCHOR RESTAURANT EXHIBIT

DESCRIPTION OF LANDLORD'S WORK AND OF TENANT'S WORK

I. WORK BY LANDLORD AT LANDLORD'S EXPENSE - The following work is to be performed exclusively by Landlord at Landlord's sole expense in accordance with Landlord's Approved Plans. In the event that Landlord desires to make any revisions to Landlord's Approved Plans and such revisions affect the Premises, then such changes shall be subject to Tenant's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

A. COMMON AREA. This may include, without limitation, the sidewalks, parking areas, parking decks, access roads, driveways, landscaped areas (interior and exterior), truck serviceways, pedestrian bridges, interior corridors, loading areas, the enclosed mall, all seating areas, courts, stairs, ramps, elevators, escalators, comfort and first-aid stations, public restrooms, bus stops, retaining walls, drainage systems, water and sewage systems, trash disposal facilities, and lighting facilities designated by Landlord as part of the Common Area. Tenant shall provide demarcation and railing system to separate the Common Area and Tenant's patio area, which railing system shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

B. STRUCTURE. The structural framing, columns, beams and roof deck shall be constructed of non-combustible framing in accordance with local and state building codes.

C. ROOF. The roof assembly shall consist of a weather-resistant layer, thermal insulation and structural components. The roof shall be free of leaks upon the date of delivery of possession to Tenant and shall fully comply with all codes, laws, rules and regulations.

D. EXTERIOR WALLS. Exterior walls shall consist of non–combustible and combustible construction and a finish of suitable nature and/or appropriate materials having a finished appearance and decorative quality designed by Landlord's architect. Landlord shall install a Nana Wall System separating the Store Floor Area and Tenant's patio area per mutually agreeable plans.

E. CEILINGS. The Premises will be left open to the structural systems overhead. Public areas in the Center will be provided with either acoustical lay-in ceiling, finished drywall or other surface as determined by Landlord. Service areas may be exposed structure.

F. FLOOR. Floor shall consist of an elevated slab on a structural deck. The slab shall be level and free of any debris, dust, indents or residue. Level tolerance shall be 1/8" over 12".

G. UTILITIES.

1. HVAC Systems. Tenant shall install a complete HVAC system in accordance with Tenant's Plans as approved by Landlord.

2. Plumbing. A 2" domestic water line at 65 psi. (lbs/sq. in.) will be installed at a point to be determined by Landlord. Tenant shall install a sub meter in accordance with Landlord's requirements.

3. Sanitary Sewer. A 4" Sanitary sewer line will be installed at a point shown on Exhibit "C-1".

4. Fire Protection. Landlord shall provide a bulk main sprinkler line for Tenant's connection.. Tenant shall, at Tenant's expense, perform all work for the Premises as required to provide a fully operational sprinkler system in accordance with Landlord's requirements. Such work shall be performed by a contractor designated by Landlord and may include, but not be limited to, the cost of relocating, re-sizing, adding sprinkler mains or heads, draining the system and fire watch during system down-time.

5. Natural Gas. Natural gas shall be made available to a point shown on Exhibit "C-2". Pressure regulated by utility company to meet Tenants design loads.

6. Electrical Service. An electrical distribution system will be installed at a building location as shown on Landlord's Approved Plans with a minimum of 600 amps at 480 volts available for Tenant with empty conduits and pull string from the service location to the Premises.

7. Communication Services. Communication and broadcast/data communication services will be provided to specified building locations as determined by Landlord with two (2) 1" empty conduit (or one (1) 2" empty conduit) and pull string from the service location to the Premises. Tenant shall have a right to install satellite receiver(s) on the

roof of the Premises, at Tenant's expense, not to exceed four feet (4') in diameter and in accordance with Landlord's reasonable requirements.

8. Life Safety Systems. A life safety system will be provided for the Common Area with the capacity to service tenant areas (if applicable).

H. DELIVERY/LOADING/GARBAGE/STORAGE. Landlord shall construct the Service Area for Tenant's use (including secure elevator access).

I. REAR DOOR AND CONDUIT. Landlord to (a) relocate existing conduit currently located at Tenant's proposed rear fire door exit to a mutually acceptable location, and (b) install a rear fire door in the location where the conduit is currently located in accordance with mutually acceptable plans.

J. INTERIOR DEMISING WALLS. Landlord to provide studs for interior demising walls. Tenant to install sheetrock on said studs. All interior partitions within the Premises will be erected by Tenant.

II. TENANT'S WORK – Unless otherwise specifically identified as Landlord's Work, Tenant shall complete all work required to place the Premises in a finished condition ready to open for business at the Tenant's own expense. Tenant's Work includes, but is not limited to, the following:

A. GENERAL PROVISIONS: All work done by Tenant shall be governed in all respects by, and be subject to the following:

1. Payment and Performance Bonds. INTENTIONALLY DELETED.

2. Tenant's Work Standards. All Tenant's Work shall conform to the more stringent of applicable statutes, ordinances, regulations, codes, all requirements of Landlord's insurance carrier, all rating bureaus, and the Tenant Information Handbook which contains the basic architectural, electrical and mechanical information necessary for the preparation of Tenant's Plans, and which by this reference is incorporated into and made a part of this Lease. Landlord reserves the right to require changes in Tenant's Work when necessary by reason of the aforementioned standards. No approval by Landlord shall be deemed valid unless in writing and signed by Landlord.

3. Insurance Requirements. Prior to commencement of Tenant's Work and until completion thereof, or commencement of the Lease Term, whichever is the last to occur, Tenant shall effect and maintain or cause its general contractor to maintain Builder's Risk Insurance covering Landlord, Landlord's general contractor, Tenant, Tenant's contractors and Tenant's subcontractors, as their interest may appear against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a standard "All Risk" policy of insurance protecting against all risk of physical loss or damage to all Tenant's Work in place and all materials stored at the site of Tenant's Work, and all materials, equipment, supplies and temporary structures of all kinds incidental to Tenant's Work, and equipment, all while forming a part of or contained in such improvements or temporary structures, or while on the Premises or within the Center, all to the actual replacement cost thereof at all times on a completed value basis. In addition, Tenant agrees to indemnify and hold Landlord harmless against any and all claims for injury to persons or damage to property by reason of the use of the Premises for the performance of Tenant's Work, and claims, fines, and penalties arising out of any failure of Tenant or its agents, contractors and employees to comply with any law, ordinance, code requirement, regulations or other requirement applicable to Tenant's Work and Tenant agrees to require the general contractor engaged in the performance of Tenant's Work to effect and maintain and deliver to Tenant and Landlord, certificates evidencing the existence of, and covering Landlord, Tenant and Tenant's contractors, prior to commencement of Tenant's Work and until completion thereof, the following insurance coverages:

a. Workmen's Compensation and Occupational Disease insurance in accordance with laws of the State in which the property is located and Employer's Insurance to the limit of $100,000.00.

b. Commercial General Liability Insurance affording protection for bodily injury, death, personal injury and property damage, and including coverage for contractual liability, independent contractors, completed operations and products liability with limits of not less than $3,000,000.00 combined single limit per occurrence.

c. Comprehensive Automobile Liability Insurance, including coverage for "non-owned" automobiles, for property damage, bodily injury, including death resulting therefrom with limits of not less than $1,000,000.00 for any one occurrence combined single limit.

d. Owners and contractors protective liability coverage for an amount not less than $1,000,000.00.

4. Reasonable Easement. Landlord specifically reserves the right (and Tenant shall permit Landlord or its employees, agents or contractors reasonable access to the Premises for the purpose of exercising such rights), to install, maintain, repair and replace in the ceiling space and/or under the concrete slab in the Premises, all such electrical, plumbing, HVAC and other system components that may be required to service the Common Areas or other tenants in the Center. Landlord shall provide at least 24-hours prior notice to Tenant of such entry into the Premises and in any event, all such work and/or inspections shall take place during non-business hours of Tenant with no interruption of business or reduction in capacity. Best efforts shall be used such that Tenant's finishes are restored prior to opening for business the following day. The affected area shall be thoroughly cleaned at the end of such shift and restored to customer ready condition as if there were no on-going work.

B. TENANT'S PLANS. Tenant shall, at Tenant's expense, prepare and submit to Landlord for Landlord's approval, all drawings required (including signage) for the completion of the Premises as provided for herein ("Tenant's Plans"). Tenant's Plans shall indicate all proposed demolition,

modification or reuse of existing improvements or equipment (if applicable), delineate all proposed new improvements or equipment including minimum of one (1) toilet room, be to scale, be prepared, stamped and signed by an architect or engineer licensed to do business in the state in which the Center is located and be in accordance with: the Federal Occupational Safety and Health Act (OSHA) and regulations promulgated thereunder; all laws, ordinance and regulations of governing authorities having jurisdiction over the premises and utility companies; the overall design and construction standards of the Center contained in the Tenant Information Handbook; and the requirements of Landlord's fire and casualty insurer and/or the criteria of this Exhibit, whichever is more stringent.

Tenant shall not submit plans, shop drawings or specifications which have been prepared by contractors, subcontractors or suppliers (unless otherwise specifically required in the Tenant Information Handbook) as such plans, shop drawings or specifications shall not be given consideration by Landlord and shall not serve to satisfy the obligations of Tenant provided for herein.

In the event that Landlord and Tenant do not agree upon Tenant's Plans on or before the sixtieth (60th) day after Tenant's submission of Tenant's Plans to Landlord (the "**Plan Approval Period**"), then Tenant shall have the right to terminate this Lease by delivery of written notice to Landlord on or before the last day of the Plan Approval Period, whereupon this Lease shall automatically terminate and the parties hereto shall have no further rights or obligations hereunder (except for such rights and obligations which expressly survive the termination of this Lease). In the event that Tenant fails to terminate this Lease by written notice to Landlord on or before the last day of the Plan Approval Period, then Tenant shall be deemed to have waived its right to terminate this Lease as set forth in this grammatical paragraph.

1. Landlord's Approval of Tenant's Plans.
   a. Approval of plans and specifications by Landlord shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency or conformity with applicable laws (including but not limited to the Americans with Disabilities Act of 1990 and the Williams-Steiger Occupational Safety and Health Act), and Tenant shall be solely responsible for such plans and specifications. Tenant shall indemnify and hold Landlord harmless from and against any and all errors and omissions contained in Tenant's Plans, and any losses, costs, damages or claims of whatever nature (including, but not limited to attorneys' fees and costs of any kind), arising out of or in connection with such compliance. Landlord shall not be liable for any loss to Tenant's property or the property of any other person during construction.

   b. Should any conflict arise between any of Tenant's Plans and the Lease such that, in Landlord's reasonable opinion, the integrity or code compliance of any existing Landlord or adjacent tenant improvements and construction is jeopardized, the applicable portion(s) of the Lease shall be determinative. Any modification of such existing improvements or construction must receive the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and all work shall be specifically stated in writing. Landlord's approval of Tenant's Plans will in no way alter, amend or waive the requirements or criteria of this Exhibit.

   c. In the event of a conflict between the provisions of the Lease, including this **Exhibit "C"** and the Tenant Information Handbook, the provisions of the Lease shall control.

2. Existing Conditions. INTENTIONALLY DELETED.

3. Waterproofing. If the Premises' concrete slab is not on grade (compacted soil), Tenant shall install a waterproofing membrane, in accordance with Landlord's specifications, in all areas that may be exposed to liquids including, but not limited to, restrooms, food preparation and service areas and washing and dry cleaning areas.

4. Utility Services. All utility services are subject to the limitation and capacities of existing Center facilities and equipment and the availability of service from the local serving utilities. Tenant shall, at Tenant's expense and subject to Landlord's prior written approval, provide and install any equipment necessary to adapt such existing services to Tenant's requirements. Tenant shall pay all associated fees necessary to set up accounts with local gas and water utility companies.

5. Concrete Slab. INTENTIONALLY DELETED. The slab is to be installed by Landlord as part of Landlord's Work (see above)

6. Exterior Walls. Tenant shall install an exterior facade of non combustible construction and a finish of suitable nature and/or appropriate materials having a finished appearance and decorative quality designed by Tenant and approved by Landlord. Should Tenant elect to recess its storefront, Tenant is responsible for all drainage issues within this area. Tenant shall install finishes on the exterior façade of the Premises in accordance with Tenant's Plans as approved by Landlord.

7. Roof. Tenant shall provide any required supports, blocking, temporary flashing, counterflashing or other work necessary to complete installation of Tenant's equipment on Landlord's roof. Cant strips and weatherproofing shall be done only by contractor approved by Landlord at competitive rates. Tenant will be required to supplement existing construction to achieve assembly ratings, thermal values or additional criteria as required by Tenant's Work.

8. Fire Protection. Tenant shall perform all work for the Premises as required to provide a fully operational sprinkler system in accordance with Landlord's requirements. Modifications to automatic fire sprinkler system will be performed by contractor designated by Landlord. This work may include, but not be limited to, the cost of relocating, re-sizing, adding sprinkler mains or heads, draining the system and fire watch during system downtime.

9. HVAC Criteria.
   a. Restaurants, food service, pet shops, beauty salons, barber shops and any other occupancies which, in the sole opinion of the Landlord, produce odors or produce a high level of humidity, shall provide an exhaust system which will prevent such odors or moisture from entering other tenant spaces or any other portion of the Center. If, in the reasonable opinion of the Landlord, any of Tenant's roof mounted equipment accumulates grease, Tenant shall, at Tenant's expense, furnish and install grease collection and elimination facilities in accordance with Landlord's drawings. Such facilities may include, but not be limited to, a grease collection pan with a drain connected to Tenant's grease trap (where permitted by code) and a source of hot water on the roof for use in cleaning grease accumulation within such plan.

   b. Tenant shall perform all work to provide a fully commissioned HVAC system prior to Tenant's GC departure from project, which includes, but is not limited to, documented start ups, air and/or water balance reports.

10. Pre-Construction Fees:
    a. Construction Deposit. Prior to commencement of construction in the Premises, Tenant's contractor shall deliver a damage deposit in the form of a cashier's check in the amount of $5,000.00 made payable to Landlord. Landlord shall have the right to use all or any part of said damage deposit as reimbursement for any debris clean up or damage caused by Tenant's contractor(s) to any Common Areas.

    b. Materials and Services: INTENTIONALLY DELETED.

11. Storefront Barricade. Landlord shall board up the Premises prior to delivery thereof to Tenant. If required by Landlord, Tenant shall install a barricade at its sole cost and expense.

12. Construction Rules. Tenant will abide by and cause its contractors, subcontractors, agents and employees to abide by rules and regulations published by Landlord from time to time, including, but not limited to, those pertaining to parking, toilet facilities, safety conduct, delivery of materials and supplies, employee egress to the Center, trash storage or collection or removal, and cooperation with Landlord's architect, general contractor and subcontractors or other agents. In no event shall any such rules materially increase Tenant's obligations hereunder or reduce Tenant's rights hereunder.

13. Signage. Tenant shall provide and install a storefront identification sign for the Premises which may include, at Landlord's discretion, multiple signs (depending upon Tenant's storefront configuration) and Tenant's established national logo or insignia, if any. Storefront identification signs shall be limited to Tenant's trade name as approved in this Lease or as otherwise approved in writing by Landlord. The storefront sign shall be illuminated (unless otherwise specifically approved, in writing, by Landlord). Landlord's approval of Tenant's storefront signage shall be based on the size and style of the sign and lettering, the location of the sign within the storefront, and the cohesive integration of the sign into the overall storefront design. Prohibited storefront signing includes, but is not limited to, signing which advertises or describes products, services, vendors, or departments or is informational or directional in nature, regardless if such

signing is attached as a tagline to, or included as part of, Tenant's trade name. Landlord shall provide Tenant signage rights on signs in the Center as reasonably determined by Landlord.

14. Cooking Oil Management and Filtration. INTENTIONALLY DELETED.

15. POLLUTION CONTROL UNIT (e.g. scrubber system) INTENTIONALLY DELETED.

C. CLOSE-OUT REQUIREMENTS. Tenant's Work shall be deemed completed at such time as Tenant, at its sole expense and without cost to Landlord, shall provide:

1. Proof of Payment. Furnish evidence satisfactory to Landlord that all of Tenant's Work has been completed and paid for in full (and that such work has been accepted by Landlord), including the costs for Tenant's Work that may have been done by Landlord and the costs for any other work done by Landlord which Landlord may be entitled to payment in accordance with the provisions of this Exhibit "C", the Tenant Information Handbook, or elsewhere in the Lease, that any and all liens therefor that have been or might be filed have been discharged of record or waived, and that no security interests relating thereto are outstanding.

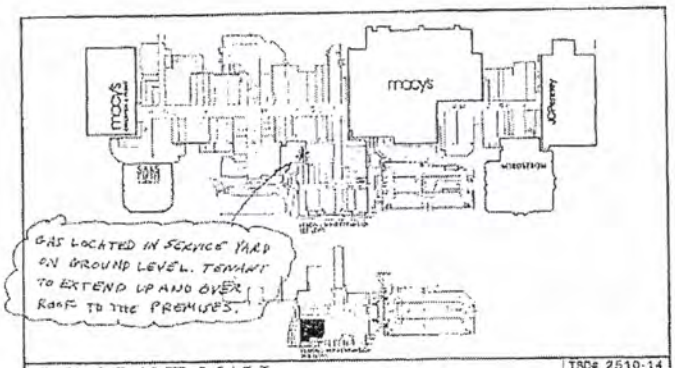
2. Tenant's Affidavit. Furnish an affidavit from Tenant listing its general contractor in the employ of said Tenant who have provided goods or services for the completion of Tenant's Work in the Premises.

3. Tenant Contractor's Affidavit. Furnish an affidavit from Tenant's general contractor listing all parties who have furnished materials or labor or services to that contractor for completion of Tenant's Work in the Premises.

4. Certificate of Occupancy. Furnish all certificates and other approvals with respect to Tenant's Work that may be required from any governmental authority and any board of fire underwriter's or similar body for the use and occupancy of the Premises.

5. Record Drawings. Furnish Landlord with one set of reproducible record drawings of the Premises showing any changes made during construction. Tenant shall provide both PDF copies as well as CAD files.

6. Estoppel Certificate. Furnish a Tenant-executed estoppel certificate as may be required by Landlord or Landlord's mortgagee upon request.

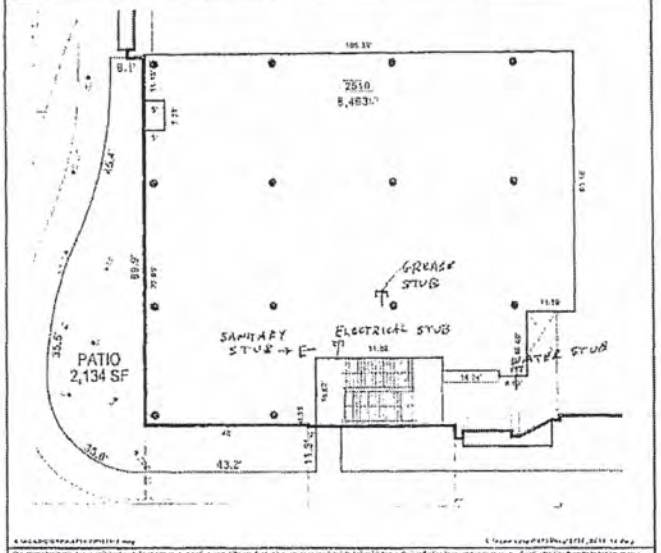


DADELAND MALL

TBD# 2510-14
Level: 02

SIMON

SIMON PROPERTY GROUP
225 W. WASHINGTON ST
INDIANAPOLIS, IN 46204



DBA Name:
Unit No. 2510
Leasing Agent:

Date: 07/10/2012 08:46
Scale: 1" = 20'
Corp. No. 0735

P.O.C. PLAN
11/15/12

EXHIBIT C-1

2486805-3 12249.0003000

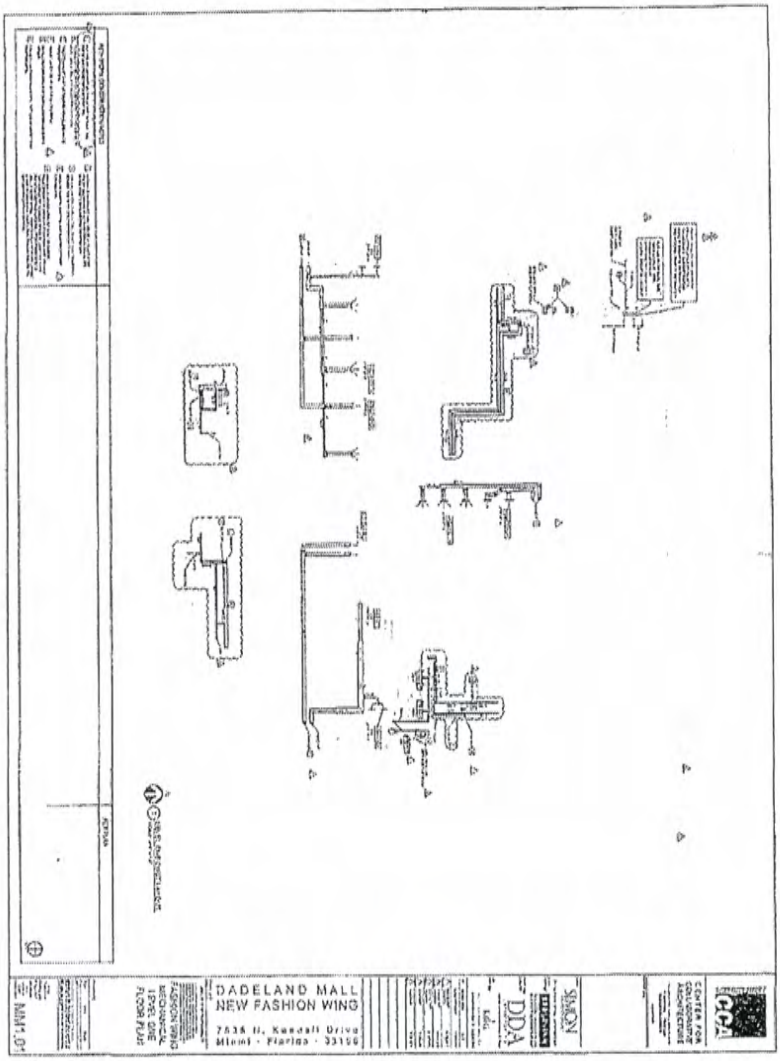

DADELAND MALL
NEW FASHION WING
7535 N. Kendall Drive
Miami · Florida · 33156
FASHION WING
MECHANICAL
LEVEL ONE
FLOOR PLAN
MM1.01
SIMON
DDA
CCA

EXHIBIT C-2

EXHIBIT D

RULES AND REGULATIONS FOR TENANTS

1. If practicable, Tenant shall advise and cause its vendors to deliver all merchandise before noon on Mondays through Fridays, not at other times. Food ingredients and/or preparation items may be delivered as required by Tenant.

2. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.

3. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the Center.

4. Except for small parcel packages, no deliveries will be permitted through the mall unless Tenant does not have a rear service door. In such event, prior arrangements must be made with the resident mall supervisor for delivery. Merchandise being received shall immediately be moved into the Premises and not be left in the service or receiving areas.

5. Tenant is responsible for storage and removal of its trash, refuse and garbage. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags; cooking fats or oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other item which the same are not designed to receive. All floor areas of the Premises, including vestibules, entrances and returns, doors, fixtures, windows and plate glass, shall be maintained in a safe, neat and clean condition.

6. Other than as permitted under the provisions of this Lease, Tenant shall not permit or suffer any advertising medium to be placed on any mall walls, on Tenant's mall or exterior windows, on standards in the mall, on the sidewalks or on the parking lot areas or on light poles. Except for "Now Hiring," "Coming Soon" and/or "Now Open" banners of a temporary nature, no permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign and trade or seasonal decoration of any size, style or material within the Center, outside the Premises.

7. Tenant shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios or television. No radio, television or other communication antenna equipment or device is to be mounted, attached or secured to any part of the roof, exterior surface or anywhere outside the Premises unless Landlord has previously given its prior written consent thereto.

8. Tenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside its Premises, nor shall Tenant use the exterior sidewalks or exterior walkways of its Premises to display, store or place any merchandise. No sale of merchandise by tent sale, truck load sale or the like shall be permitted on the parking lot or other common areas.

9. Tenant shall not permit or suffer any portion of the Premises to be used for lodging purposes, nor conduct or permit any unusual firing, explosion or other damaging or dangerous hazard within the Premises or the Common Areas.

10. Tenant shall not permit or suffer any portion of the Premises to be used for any warehouse operation or any assembling, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation, adult bookstore or cinema, peepshow, entertainment or sale of products of an obscene or pornographic nature or predominately sexual nature.

11. Tenant shall not, in or on any part of the Common Areas:

    (a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever;

    (b) Exhibit any sign, placard, banner, notice or other written material, except for activities as approved in writing by Landlord;

    (c) Distribute any circular, booklet, handbill, placard or other material, except for activities as approved in writing by Landlord;

    (d) Solicit membership in any organization, group or association or contribution for any purpose;

    (e) Create a public or private nuisance;

    (f) Use any Common Areas (including the enclosed mall) for any purpose when none of the other retail establishments within the Center are open for business or employment, except for activities as approved in writing by Landlord;

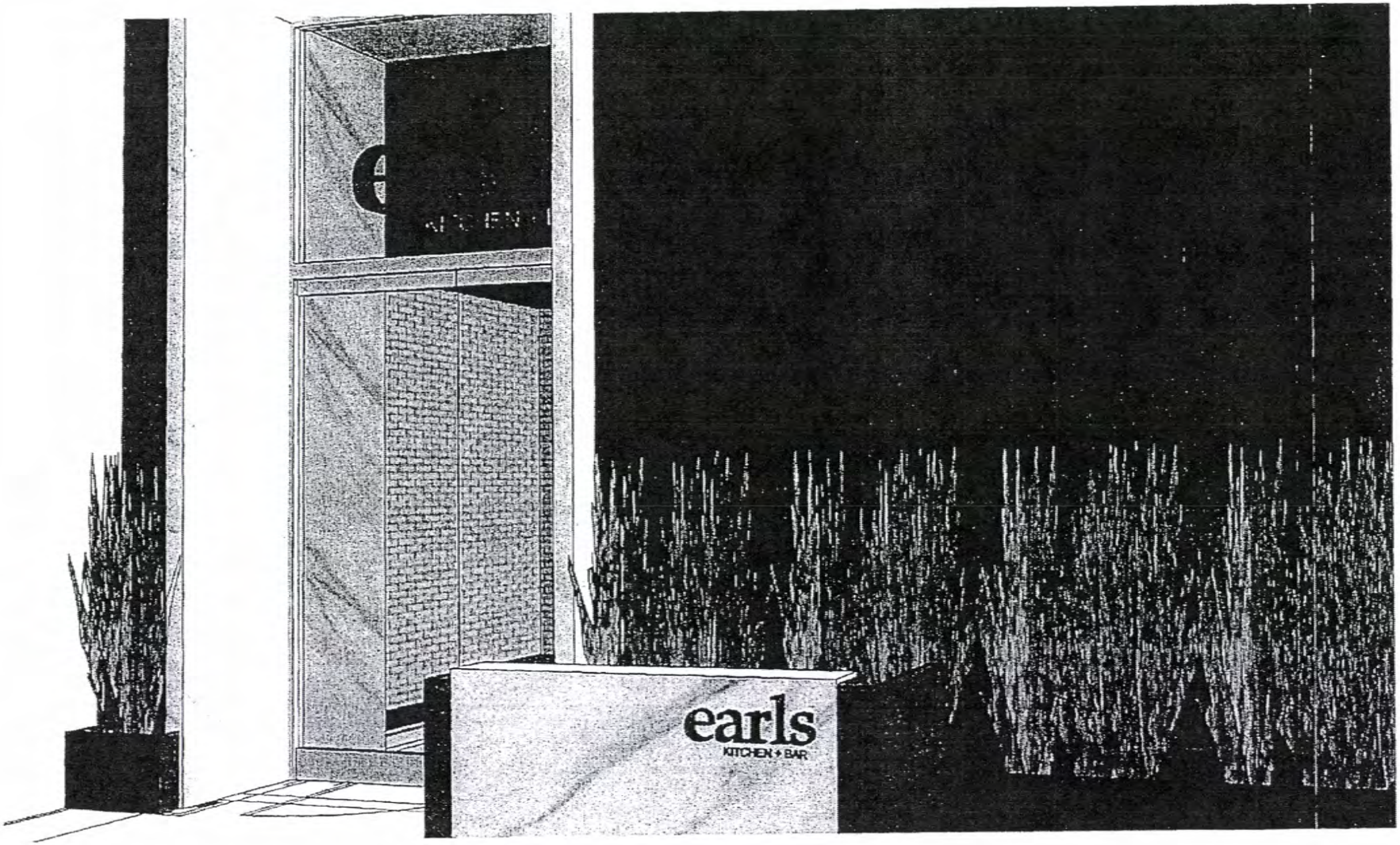
(g) Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind; or

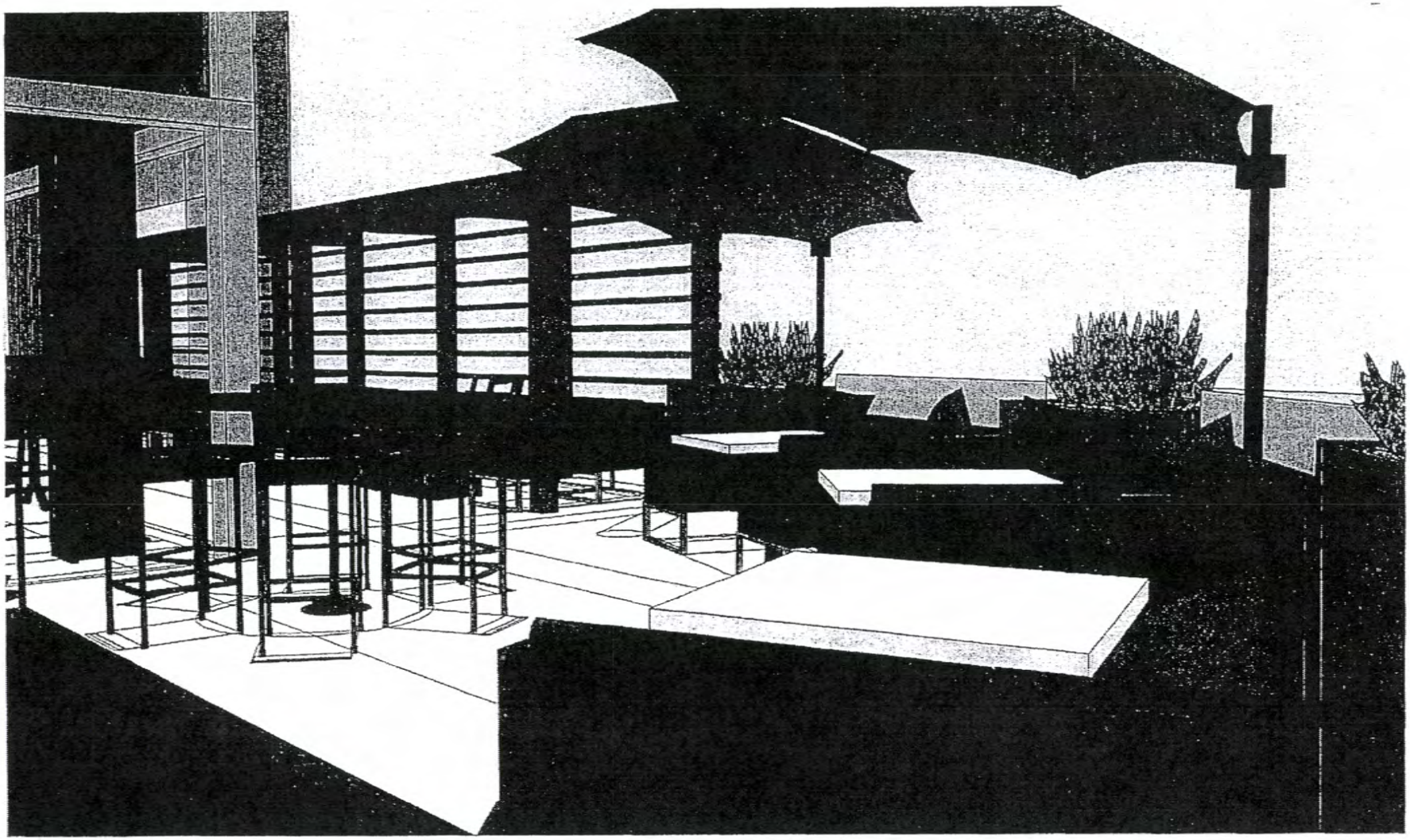
(h) Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Center, or the property of customers, business invitees or employees situated within the Center.

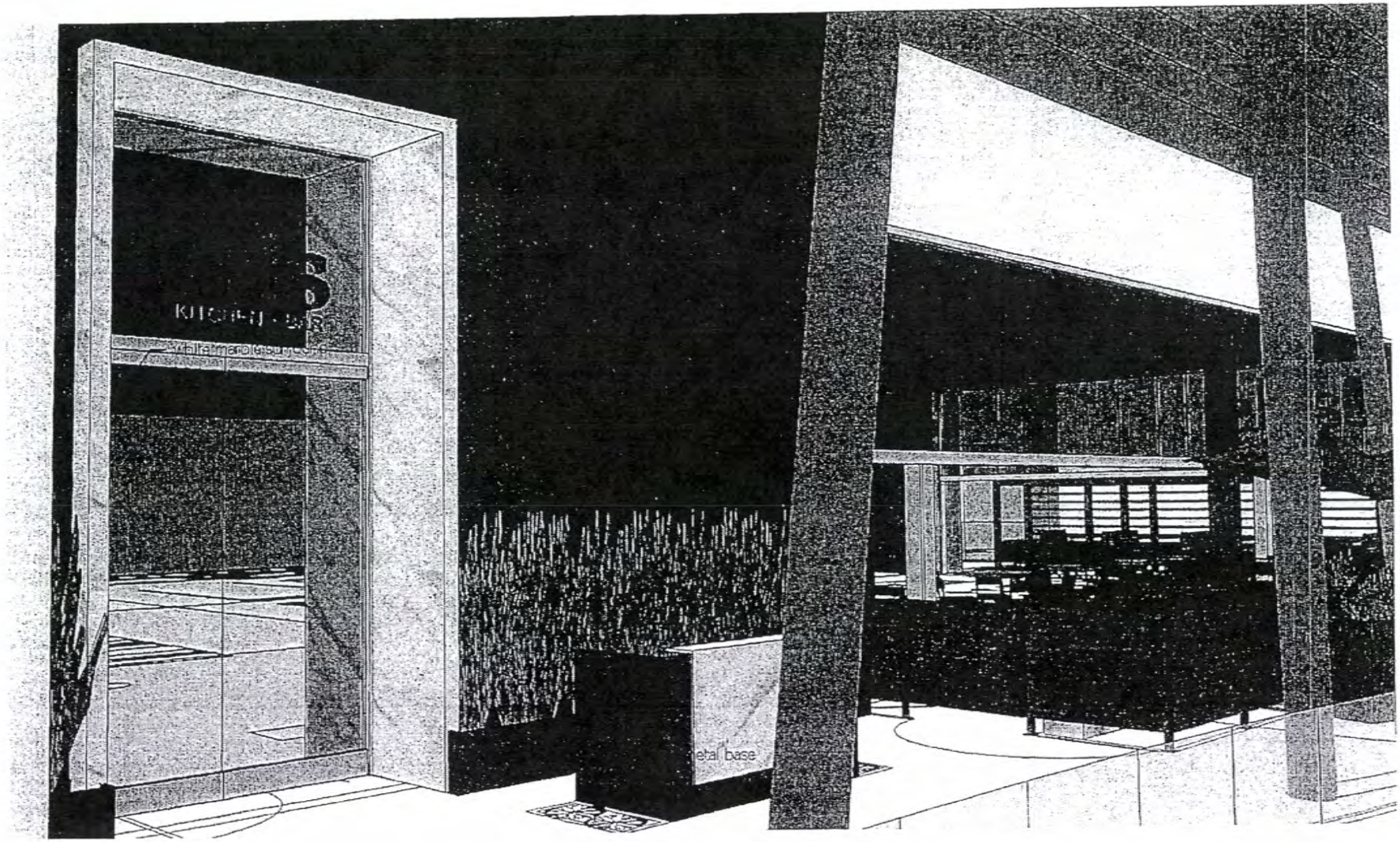
EXHIBIT E

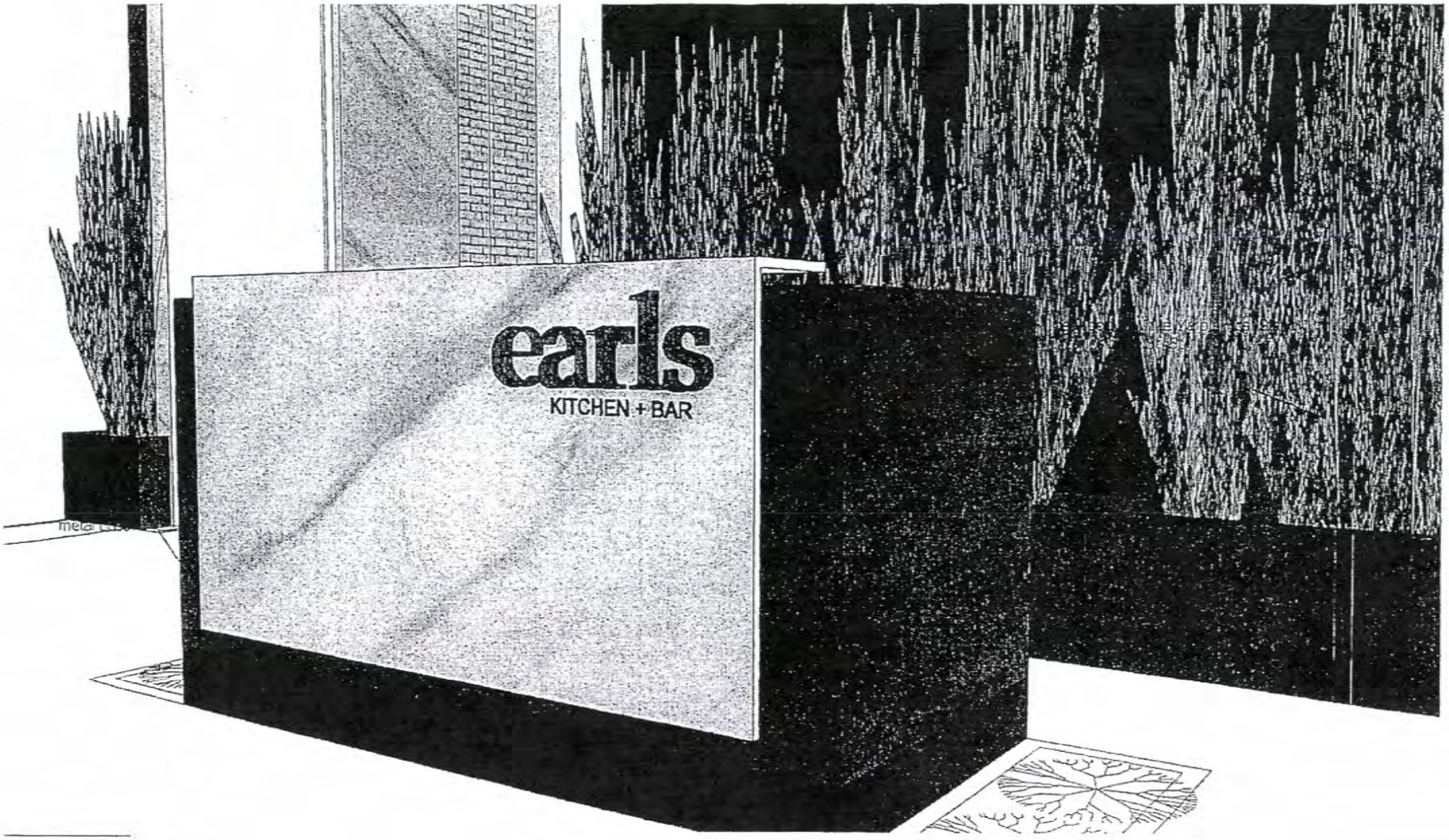
TENANT'S PROPOSED FLOOR PLANS AND BUILDING ELEVATIONS

[SEE ATTACHED 6 PAGES]


earls
KITCHEN + BAR




KITCHEN · BAR
etal base


earls
KITCHEN + BAR

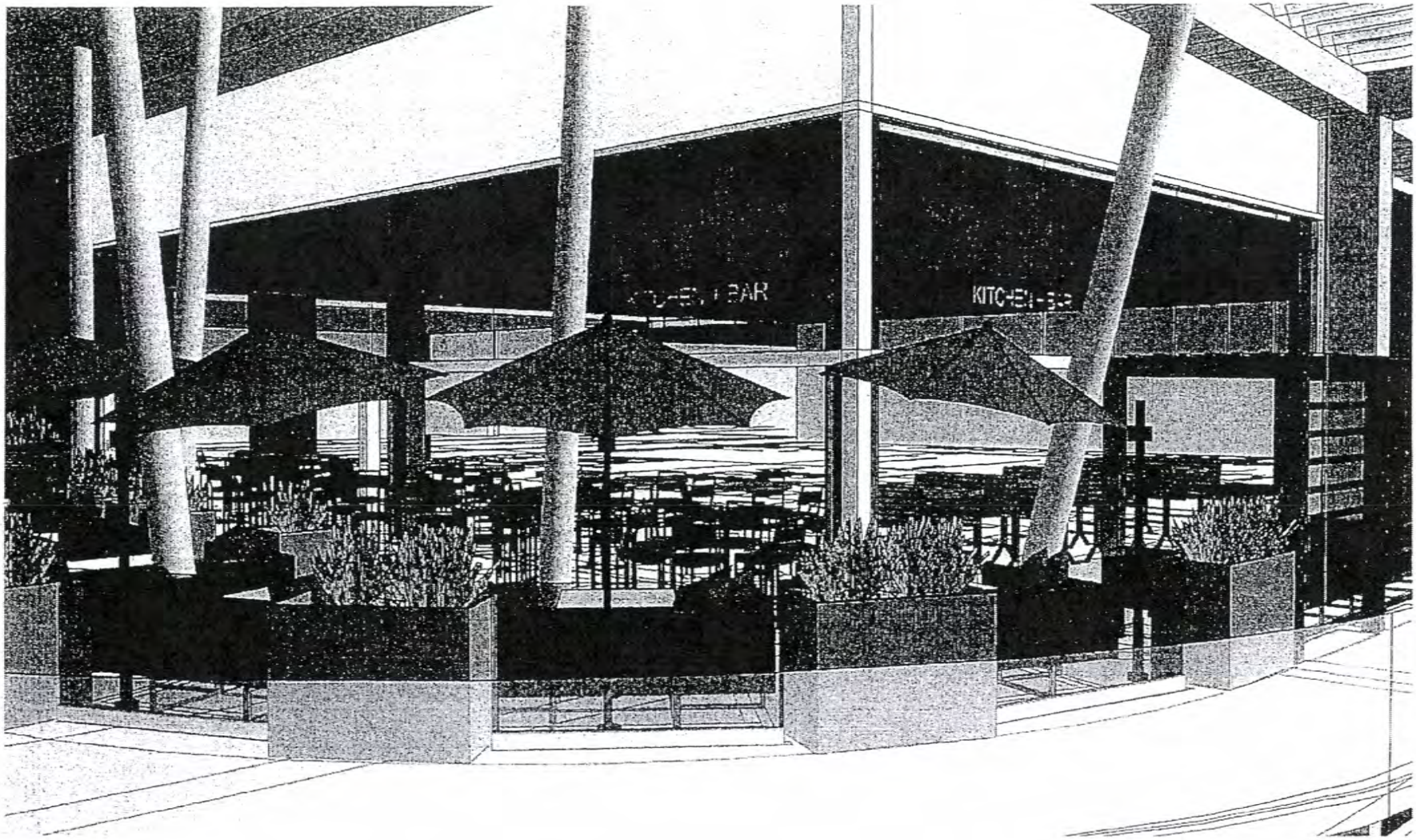

BAR
KITCHEN

EXHIBIT F

TENANT'S PROPOSED SIGNAGE

[SEE ATTACHED 5 PAGES]

NIGHT VIEW

SIGN 1.
ITEM 1. EARLS

MODEL: Open Face Channel Letters

TYPE: Aluminum

LIGHTING: Double tube conventional red neon

RETURN:
6" Aluminum Returns Painted Red

FACE:
Open face letter all sides, inside and returns painted red

MOUNTING: Mounted to raceway and suspended from ceiling behind glass

ITEM 2.
KITCHEN AND BAR

MODEL:
Single face cabinet

TYPE:
Fabricated aluminum

LIGHTING:
White LEDs

RETURN:
Painted black

FACE:
Aluminum face w/ 3/4" clear plexi push thru vinyl applied to face.

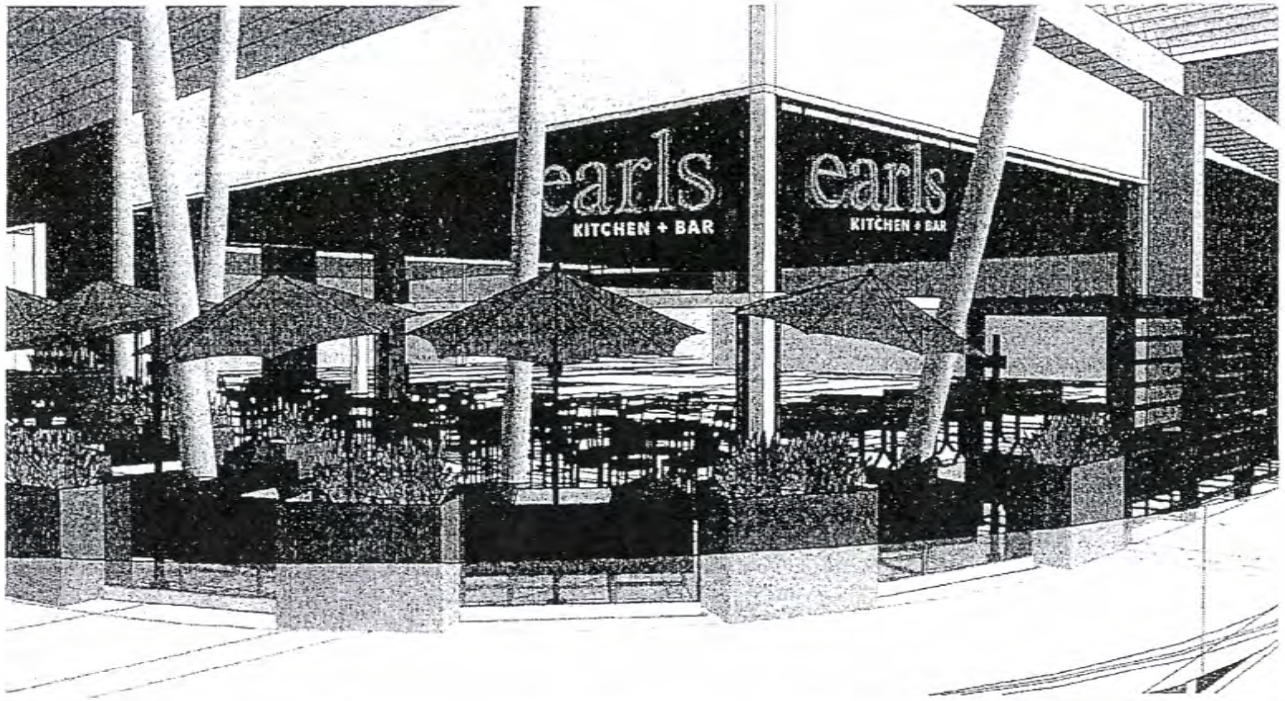
MOUNTING:
Suspended from ceiling w/ two square tubes painted black

Electrical Requirements: 1@15 Amp 120V Circuit	
Vinyl Colours:	Paint Colours:
*3M 3630-20 White	Earls Letters: Completely Ptd PMS 1795C NP Black cabinet and rods
[X] 1st Surface [ ] 2nd Surface	

Colours shown are strictly representational

Quantity 2

KNIGHT SIGNS.	Project Name: EARLS DADELAND 7535 N. Kendall Dr.Miami Account Manager: Dale Wlaslchuk Date: Dec. 13, 2012 Scale: 1/2"=1'-0"	Art Department Revisions Rev1: 12/28/2012 SL2.2 change mounting to 2" square tube, S4.5 size up to 2' and 4'-4", delete S5 opt.2	CONCEPTUAL ONLY not finalized until confirmed by survey, permits and shop drawings	Quote Number: 5035-12-12-EAR-DJ-REV1 Job Number: * Drawing Number: DWG - 1	Sign Number: -
	Client's Approval: Date			Account Manager Approval: Date	S.1 S.2



KNIGHT SIGNS.	Project Name: EARLS DADELAND 7535 N. Kendall Dr.,Miami	Art Department Revisions	CONCEPTUAL ONLY not finalized until confirmed by survey, permits and shop drawings	Quote Number: 5035-12-12-EAR-DJ-REV1	Sign Number: *
	Account Manager: Dale Wlaschuk			Job Number: *	
	Date: Dec. 13, 2012 Scale: 1/4"=1'-0"			Drawing Number: DWG - 2	
	Client's Approval	Date		Account Manager Approval Date	S.1 S.2

NIGHT VIEW NIGHT VIEW

SIGN 3.
ITEM 1. EARLS

MODEL: Open Face Channel Letters

TYPE: Aluminum

LIGHTING: Double tube conventional red neon

RETURN:
3 1/2" Aluminum Returns Painted Red

FACE:
Open face letter all sides, inside and returns painted red.

MOUNTING: Mounted to raceway and suspended from ceiling MARBLE area behind glass

ITEM 2.
KITCHEN AND BAR

MODEL:
Single face cabinet

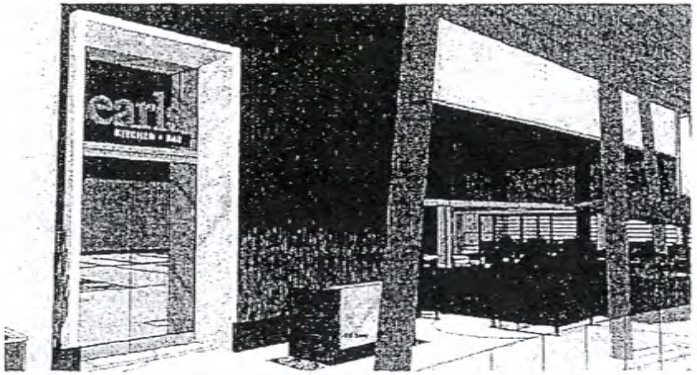
TYPE:
Fabricated aluminum

LIGHTING:
White LEDs

RETURN:
Painted Black

FACE:
Aluminum face w/ 3/4" clear plexi push thru vinyl applied to face.

MOUNTING:
Suspended from ceiling MARBLE area behind glass w/ two square tubes painted black



Vinyl Colours:	Paint Colours:
White: 3630-20	Earls Letters: Completely Pte PMS 1795C INP Black cabinet and rims
1st Surface / 2nd Surface	

Colours shown are strictly representational

Quantity 1

KNIGHT SIGNS.

Project Name:
EARLS DADELAND
7535 N. Kendall Drive, Miami

Account Manager: Dale Wlazlechuk

Date: Dec. 13, 2012 | Scale: 3/4"=1'-0"

Art Department Revisions:
Rev4: 12/04/2012 S.2.3 change mounting to 2 square tube; S4.3 tube up to 2" and 1'-6" dimer 19 pts.)

CONCEPTUAL ONLY
not finalized until confirmed by survey, permits and shop drawings

Quote Number: 5035-12-12-EAR-DJ-REV1

Job Number: *

Drawing Number: DWG - 3

Sign Number: *

Client's Approval Date Account Manager Approval Date

S.3

SITE CHECK IS REQUIRED PRIOR TO PRODUCTION

NIGHT VIEW

SIGN 4. ITEM 1.

MODEL:
Open faced neon channel letters "earls

TYPE:
3" aluminum return painted by KS

LIGHTING:
Double tube conventional red neon

MOUNTING:
Letters mounted on top of canopy

ITEM 2.
MODEL:
Individually LF-Flex letters "kitchen and bar"

TYPE:
30mm

LIGHTING:
White Leds

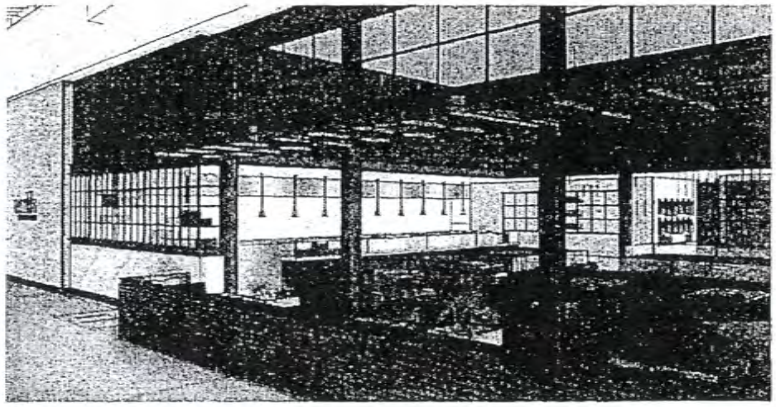
FACE:
Acrylic white

MOUNTING:
Letters mounted into "C" channel of canopy

Vinyl Colours:	Paint Colours:
	Earls Letters: Completely Ptd PMS 1795C K+B Returns: Black
1" Surface / 2" Surface	
Colours shown are strictly representational	

Quantity 1

KNIGHT SIGNS.	Project Name: EARLS DADELAND 7535 N. Kendall Dr. Miami	Art Department Revisions Rev1: 12/20/2012 S1,2,3 change mounting to 2" square tube, S4,5 slice up to 2 and 4'-6", delete S5 test 2	CONCEPTUAL ONLY not finalized until confirmed by survey, permits and shop drawings	Quote Number: 5035-12-12-EAR-DJ-REV1	Sign Number:
	Account Manager: Dale Wlasichuk			Job Number: *	
	Date: Dec. 13, 2012 / Scale: 3/4"=1'-0"			Drawing Number: DWG - 4	
	Client's Approval / Date		Account Manager Approval / Date		S.4



SIGN 5. ITEM 1.

MODEL:
Open faced cast aluminum channel letter "earls"

TYPE:
1- 1/2" aluminum return painted

LIGHTING:
N/A

MOUNTING:
Flush mounted to wall. Surface will determine mounting method. Survey required

ITEM 2.

MODEL:
Individual routed letters "kitchen and bar"

TYPE:
Routed

LIGHTING:
N/A

FACE:
1/2" Thick solid aluminum painted

MOUNTING: Flush mounted to wall. Surface will determine mounting method. Survey required

Vinyl Colours:	Paint Colours:
*N/A	Earls Letters: Completely Ptd PstS 1795C E+D: Black
1" Surface 2" Surface	

Colours shown are strictly representational

Quantity 1

KNIGHT SIGNS.	Project Name: EARLS DADELAND 7535 N. Kendall Dr.Miami	Art Department Revisions Rev1: 12/20/2012 St.3.3 change mounting to 2" square tube; 54.5 site up to 2 and 1-6", delete SS est.2	CONCEPTUAL ONLY not finalized until confirmed by survey, permits and shop drawings	Quote Number: 5035-12-12-EAR-DJ-REV1	Sign Number:
	Account Manager: Dale Wiasichuk			Job Number: *	
	Date: Dec. 13, 2012 Scale: 1"=1'-0"			Drawing Number: DWG - 5	
	Client's Approval: Date		Account Manager Approval Date		S.5

EXHIBIT G

INTENTIONALLY DELETED

EXHIBIT H

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") is made and entered into by and between SDG DADELAND ASSOCIATES, INC., as Trustee under Trust Agreement ("Landlord"), and EARL'S RESTAURANT (DADELAND), INC., a _____ ("Tenant").

R E C I T A L S:

WHEREAS, by that certain "Lease Agreement" dated to be effective as of _____ ___, ____ (the "Lease"), by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, Space 2510 in the Center (as hereinafter defined), comprised of approximately eight thousand four hundred ninety-three (8,493) square feet, as depicted on Exhibit A attached hereto and made a part hereof, together with the non-exclusive use of all rights, privileges, easements and appurtenances belonging or in any way pertaining thereto (collectively, the "Premises");

WHEREAS, the Premises are situated within an existing building in a certain retail shopping center known as "Dadeland Mall" located in the Town of Miami, Miami-Dade County, Florida, as more particularly described on Exhibit B attached hereto and made a part hereof (the "Center"); and

WHEREAS, Landlord and Tenant desire to disclose to the general public their respective interests in and to the Lease, the Premises and the Center, and certain obligations under the Lease, by recording this Memorandum in the Official Public Records of Miami-Dade County, Florida.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Lease, Landlord and Tenant hereby covenant and agree as follows:

1. The primary term of the Lease is fifteen (15) full Lease Years (as defined in the Lease), commencing on the Commencement Date (as defined in the Lease) and expiring on the last day of the final Lease Year, all as more specifically provided in the Lease (the "Term"). Tenant leases the Premises together with the non-exclusive right and easement to use the Protected Area and other Common Areas for access and parking, utilities, HVAC systems, trash storage and removal, receipt of deliveries, and the interior and exterior service corridors identified on Exhibit A-1, for trash removal and deliveries ("Service Corridors") subject to Landlord's reserved rights as set forth in Article VI of the Lease. When seasonably favorable, Tenant shall have the right to put tables, chairs and portable heaters in the patio area (surrounded by removable barriers if required by law) and use them to serve food and beverages to Tenant's guests. During such periods of use, Tenant shall keep the patio area clean and free from debris.

2. Tenant has the right and option to renew and extend the Term for one (1) option term of five (5) Lease Years.

3. (a) No part of the Premises, or Valet Stand Area (defined in Section 2.1) will be changed, and (b) no part of the Protected Area (defined below) will be changed so as to have a material adverse impact upon (i) the access to and/or the visibility of the Premises from adjacent public roadways or adjacent Center service roads, nor (ii) the use of the Service Area or Service Corridors, as generally shown on Exhibit A-1 for the non-exclusive use of Tenant and Tenant's invitees, except as a result of any casualty, condemnation or other occurrence beyond Landlord's control (and then, so long as Landlord has used commercially reasonable efforts to implement alternative solutions, if any are available). Landlord shall not be in default if such alternatives could not be implemented for reasons beyond Landlord's exclusive control.

Landlord shall have the right to temporarily close portions of the Common Areas of the Center for a reasonable period of time as needed to (i) perform repairs and/or maintenance, or (ii) avoid a public dedication. Any such closures shall be staggered so that there shall at all times be reasonable access between the Premises, the balance of Center and public roads, and Landlord shall provide alternative, accessible parking within a reasonable proximity of the Premises. The "Protected Area" consists of (a) the areas shown on Exhibit A-1 and (b) the Valet Stand Area.

4. This Memorandum is not intended to alter or supersede the Lease, and in the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease to be effective as of the day and year first above written.

WITNESSES:	LANDLORD:
	SDG DADELAND ASSOCIATES, INC., as Trustee under Trust Agreement
_____	
Name:_____	By:_____ Richard S. Sokolov, President and Chief Operating Officer
_____	
Name:_____	Date:_____

WITNESSES:	TENANT:
	EARL'S RESTAURANT (DADELAND), INC. a _____
_____	
Name:_____	By:_____ Name:_____ Title:_____
_____	
Name:_____	Date:_____

ACKNOWLEDGMENTS

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by_____, _____ of SDG DADELAND ASSOCIATES, INC., as Trustee under Trust Agreement.

_____

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

_____

STATE OF_____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of EARL'S RESTAURANT (DADELAND), INC., a _____, on behalf of said corporation.

_____

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

_____

LANDLORD'S ADDRESS:

SDG Dadeland Associates, Inc.
c/o M.S. Management Associates Inc.
225 West Washington Street
Indianapolis, IN 46204

TENANT'S ADDRESS:

Earl's Restaurant (Dadeland), Inc.
108b-949 West 3rd Street
North Vancouver, BC V7P 3P7

AFTER RECORDING, RETURN TO TENANT

EXHIBIT J

LANDLORD'S WORK

INTENTIONALLY DELETED.

SNACK & SHARE

Yam Fries | choice of chipotle mayo or garlic aioli dip	8.00
Warm Three Cheese Dip, Fresh Soft Baked Pretzels | gruyere, provolone and parmesan cheeses, crispy bacon	12.00
Warm Feta and Spinach Dip | aged white cheddar, cream cheese and feta, spinach and artichokes, toasted olive oil drizzled flatbread	11.00
The Naples Margherita Pizza | fresh mozzarella, parmesan, San Marzano tomato sauce, basil and extra virgin olive oil	13.00
Los Cabos Chicken Tacos | two grilled white corn tortillas, spiced tomato poached chicken, melted cheddar and jalapeno jack cheese, avocado corn salsa, shredded lettuce and cabbage, honey lime dressing, chopped cilantro, salsa picante	11.00
add additional chicken tacos 5.50 each	
Dominical Fish Tacos | Costa Rican inspired, two flour tortillas, grilled lime and coriander marinated wahoo, mango and avocado salsa, spicy Valentina crema	12.00
add additional fish tacos 6.00 each	
Prawn Dynamite Roll | panko breaded prawns, fresh mango, avocado, cucumber and togarashi mayo, drizzled maple soy reduction and sriracha mayonnaise, toasted black sesame seeds, wasabi and pickled ginger	11.25
* **Albacore Tuna Poke Nachos** | crisp togarashi wontons, tuna, cucumber, avocado and tomato poke, spicy mango coulis, sliced serranos, crushed macadamia nuts	11.50
Leroy's Crispy Dry Ribs | coarse salt and cracked pepper	10.00
One Pound of Wings | choose hot, hotter or Thai, parmesan dip and celery sticks	11.75
Wing Wednesdays, 3pm-close, 3.00 off	

SALADS

Starter Wedge Salad | baby iceberg lettuce, chopped bacon and blue cheese buttermilk dressing, grape tomatoes and drizzled balsamic glaze	7.00
Seasonal Greens | organic greens, red radish, green peas, parmesan crisps, champagne vinaigrette	9.00
starter size seasonal greens 6.50	
Caesar Salad | romaine, fresh grated Grana Padano parmesan and pan bread croutons in Earl's signature caesar dressing	9.00
starter size caesar salad 6.50	
Hot Chicken Caesar Salad | signature caesar salad with choice of garlic or Cajun spiced chicken and pan bread	14.00
Santa Fe Chicken Salad | avocado, black beans, corn, dates and organic greens, peanut lime vinaigrette, feta, crispy tortillas, Cajun spiced chicken	16.50
Pecan Chicken Rocket Salad | citrus dressed arugula, beets, pears, goat cheese coulis, candied pecans and parmesan chips, pecan and porcini mushroom crusted chicken	16.50
starter size rocket salad (no pecan chicken) 9.00	
* **Albacore Tuna Sushi Salad** | avocado, mango, carrots and cucumber, brown basmati and sushi rice, toasted nori, organic greens, white miso vinaigrette, rare seared tuna	18.00

*CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE THE RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE MEDICAL CONDITIONS

EXHIBIT "K"

SOUPS & BREAD

All of our soups and breads are made from scratch in our kitchens every morning.

Clam Chowder | baby clams, cream, bacon, garden vegetables	7.00
Soup, Salad and Pan Bread | your choice of soup and seasonal greens or caesar salad, pan bread	13.50
Rosemary-Oregano Pan Bread | Earl's baked herbed bread, extra virgin olive oil and aged balsamic vinegar	3.75
Grilled Garlic Bread | garlic herbed butter, grilled house-made pan bread	4.25

PASTAS & WOKS

Chicken and Field Mushroom Fettuccini | parmesan cream sauce, wilted spinach, crimini, oyster and button mushrooms, herbed bread crumbs, grilled chicken	17.75
Dungeness Crab and Asparagus Lingulni | saffron cream sauce, tomatoes, asparagus, lemon oil, prawns and Dungeness crab	19.50
Jeera Chicken Curry | authentic spicy Indian curry, tender chicken, brown basmati or coconut jasmine rice, fresh baked naan bread	17.75
Pad Thai | chicken, prawns and tofu, rice noodles tossed with red pepper, carrots and ginger, sweet spicy garlic lime sauce, bean sprouts, fresh cilantro and peanuts	17.75

BURGERS & SANDWICHES

All burgers served on toasted sesame seed buns that we make in house every day.

Earls Bigger Better 1/2 Pound Burger | lettuce, tomato, onion, pickle, mayo, mustard Add Tillamook aged cheddar, swiss, pepper jack or crumbled blue cheese 1.50 Add sliced avocado 1.25 Add sautéed mushrooms or dry-cured bacon 2.50	13.00
Bacon Cheddar 1/2 Pound Burger | a half pound patty topped with melted Tillamook aged cheddar and crispy dry-cured bacon, lettuce, tomato, onion pickle, mayo and mustard	15.00
The Bronx Burger | half pound patty, beer battered onion rings, roasted garlic aioli, red pepper relish, Tillamook aged white cheddar and rocket greens	16.00
Buttermilk Fried Chicken Sandwich | buttermilk fried chicken, coleslaw, jalapeno jack cheese, lettuce, tomato, chipotle mayo	14.00
Our sandwiches are served on house baked toasted ciabatta.	
Cajun Chicken Cheddar Sandwich | grilled Cajun chicken breast, melted Tillamook aged cheddar, fresh tomato, crisp lettuce and mayo	13.50
Grilled Chicken and Baked Brie | grilled chicken breast, melted brie, house-made fig jam, roasted apples, spinach and garlic mayo	13.75
***Ahi Tuna Sandwich** | seared ahi, wasabi mayo, red onion ginger jam, crisp cucumbers, smashed avocado	14.00
Los Cabos Chicken Tacos | two grilled white corn tortillas, spiced tomato poached chicken, melted cheddar and jalapeno jack cheese, avocado corn salsa, shredded lettuce and cabbage, honey lime dressing, chopped cilantro, salsa picante	14.00
Dominical Fish Tacos | Costa Rican inspired, two flour tortillas, grilled lime and coriander marinated wahoo, mango and avocado salsa, spicy Valentina crema	14.50

All burgers and sandwiches served with fries, substitute yam fries for an additional $2 or salad or soup for an additional $1.50

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EXHIBIT "K"

SIGNATURE STEAKS

All steaks grain fed and aged resulting in superior marbling and tenderness.

*Bourbon Mushroom 7 oz Certified Angus Beef® Top Sirloin | crimini and button mushrooms, bourbon demi glace	24.50
*Peppercorn 9 oz Certified Angus Beef® Top Sirloin | spicy peppercorns, fresh herbs and demi glace	26.50
*King Blue Cheese 7 oz USDA Choice Premium Cut Filet | crumbled blue cheese, garlic and shallots, rich demi	33.00
*Blackened 12 oz Certified Angus Beef® New York Striploin | signature blackening spices, garlic butter	32.50

CLASSIC STEAKS

*Steak Frites | 7 oz Certified Angus Beef Sirloin served with Yukon Gold Fries	20.00
*7 oz Certified Angus Beef® Top Sirloin	22.00
*7 oz USDA Choice Premium Cut Center Filet	31.00
*9 oz Certified Angus Beef® Top Sirloin	24.50
*12 oz Certified Angus Beef® Center Cut New York™ Striploin	31.50

Steaks served with Yukon Gold garlic mashed potatoes and seasonal fresh vegetables unless otherwise specified.

CUSTOMIZE

Add blackening spice	1.00
Add king blue cheese sauce	2.00
Add bourbon mushroom sauce	2.50
Add peppercorn sauce	2.00
Add sautéed mushrooms	3.50
Add sautéed prawns	8.00

ENTREES

Copperhook Halibut and Chips | two pieces amber ale battered halibut, house made tartar sauce, Yukon Gold fries and coleslaw	23.00
Alaskan Halibut with Panang Curry Sauce | aromatic red panang curry, brown basmati shiitake mushroom rice, wilted spinach	27.50
Salmon | seasonal sauce, listed on feature sheet	23.50
Roast Chicken | house brined, seasonally changing, listed on feature sheet	20.00
Cajun Blackened Chicken | free range, antibiotic free boneless chicken breast, Earl's house-made blackening spices, garlic butter, warm potato salad and coleslaw	20.00
Braised BBQ Back Ribs | sweet and spicy barbecue sauce	27.75
1/2 Order BBQ Back Ribs and Cajun Chicken Combo	25.00
Full Order BBQ Back Ribs and Cajun Chicken Combo	33.50

Ribs and combos served with warm potato salad and coleslaw

TREATS

Pumpkin Pie | house baked, fresh whipped cream and cinnamon sugar	6.00
Chocolate Sticky Toffee Pudding | warm chocolate cake, chocolate and toffee sauces, Mario's Gelati vanilla bean gelato, candy snap basket	8.00
Hot Toffee Sundae | vanilla and chocolate gelato, hot toffee sauce, candied pecans	7.00

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Ocean Wise

EXHIBIT "K"

GUARANTY

FOR VALUE RECEIVED, and in consideration of the execution of a certain Lease of even date herewith and concurrently herewith covering certain premises in Dadeland Mall, the creation of the tenancy under said Lease and the extension of credit by SDG DADELAND ASSOCIATES, INC., as Trustee under Trust Agreement dated August 7, 1997, known as Trust Number 8 (Landlord) to EARL'S RESTAURANT (DADELAND), INC. (Tenant), and for the purpose of inducing Landlord to enter into such Lease, EARLS RESTAURANTS LTD, EARL'S RESTAURANT (BELLEVUE) INC., EARL'S RESTAURANT (DENVER) INC., EARL'S RESTAURANT (THE MEADOWS) INC., EARL'S RESTAURANT (CHERRY CREEK) INC. (Guarantors), jointly and severally, do hereby absolutely and unconditionally guarantee to Landlord, its successors and assigns, the full and prompt payment when due, of all rents, charges and additional sums coming due under said Lease, together with the performance of all covenants and agreements of the Tenant therein contained and together with the full and prompt payment of all damages that may arise or be incurred by Landlord in consequence of Tenant's failure to perform such covenants and agreements (all such obligations hereinafter collectively referred to as "Liabilities"), and Guarantors further agrees to pay all expenses, including attorneys' fees and legal expenses, paid or incurred by Landlord in endeavoring to collect or enforce the Liabilities or any part thereof and in enforcing this guaranty, such payment and performance to be made or performed by Guarantors forthwith upon a default by Tenant. In addition to the Liabilities set forth above, Guarantors' liability shall also include repayment to Landlord of the unamortized portion of the Tenant Allowance (as set forth in Section 22.23 of the Lease) and the Broker 's Commission (set forth in Section 22.12 of the Lease), each of said amounts amortized using straight-line depreciation over ten (10) years .

In the event of the death, incompetency, dissolution, bankruptcy or insolvency of Tenant, or the inability of Tenant to pay debts as they mature, or an assignment by Tenant for the benefit of creditors, or the institution of any bankruptcy or other proceedings by or against Tenant alleging that Tenant is insolvent or unable to pay debts as they mature, or Tenant's default under this Lease, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, Guarantors agree to pay to Landlord upon demand, the full amount which would be payable hereunder by Guarantors if all Liabilities were then due and payable.

This Guaranty shall be an absolute and unconditional guaranty and shall remain in full force and effect as to Guarantors during the demised term of said Lease, and any renewal or extension thereof, and thereafter so long as any Liabilities remain due and payable even though the demised term or any renewal or extension thereof shall have expired. An Assignment of said Lease or any subletting thereunder shall not release or relieve Guarantors from its liability hereunder. ***Notwithstanding the above, should Tenant have never been in default of the Lease beyond any applicable notice and cure periods during the first five (5) years of the Term, Guarantors' liability shall not exceed the Rent, Additional Rent and other charges due under the Lease for twelve (12) full calendar months then due Landlord after the date of the default plus*** (b) ***the unamortized amount of the Tenant Allowance and the Broker 's Commission***, each of said amounts amortized using straight-line depreciation over ten (10) years.

Landlord may, from time to time, without notice to Guarantors: (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability or any party or parties, in addition to Guarantors, with respect to any of the Liabilities, (c) extend or renew for any period (whether or not longer than the original period), alter or exchange said Lease or any of the Liabilities, (d) release, waive or compromise any liability of any Guarantors hereunder or any liability of any other party or parties primarily or secondarily liable on any of the Liabilities, (e) release or impair any security interest or lien, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any substitution or exchange for any such property, and (f) resort to Guarantors for payment of any of the Liabilities, whether or not Landlord shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any Guarantors or against Tenant or any other party primarily or secondarily liable on any of the Liabilities. No such action or failure to act by Landlord shall affect Guarantors' liability hereunder in any manner whatsoever. Any amount received by Landlord from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Landlord may from time to time elect.

Guarantors hereby expressly waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence, creation, amount, modification, amendment, alteration or extension of the Lease or all or any of the Liabilities, whether or not such notice is required to be given to Tenant under the terms of the Lease, (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever, (d) any benefit of valuation, appraisement, homestead or other exemption law, now or hereafter in effect in any jurisdiction in which enforcement of this Guaranty is sought, and (e) all diligence in collection, perfection or protect ion of or realization upon the Liabilities or any thereof, any obligation hereunder, or any security for any of the foregoing.

No delay on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no final or partial exercise by Landlord of any right or remedy shall preclude other or further exercises thereof or the exercises of any other right or remedy.

The validity of this Guaranty and the obligations of Guarantors hereunder shall not be terminated, affected or impaired by reason of any action which Landlord may take or fail to take against Tenant or by reason of any waiver of, or failure to enforce, any of the rights or remedies reserved to Landlord in said Lease, or otherwise, or by reason of the bankruptcy or insolvency of Tenant and whether or not the term of said Lease shall terminate by reason of said bankruptcy or insolvency.

This Guaranty shall be binding upon Guarantors, and upon the heirs, legal representatives, successors and assigns of Guarantors and shall be governed by the laws of the State of Florida.

If this Guaranty is executed by a corporation, association, partnership (general or limited), joint venture, syndicate, trust or any other type of organization other than individuals, the individual signatories hereto represent and

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warrant that they, and each of them, are duly authorized to execute this Guaranty for and on behalf of such organization and that such organization is the sole owner of all ownership interest in the Tenant.

IN WITNESS WHEREOF, Guarantors have executed this instrument on this 5th day of February 2013

GUARANTOR

Attest

EARLS RESTAURANTS LTD.

By: Stan Fuller

EARL'S RESTAURANT (BELLEVUE) INC.

By: Stan Fuller

EARL'S RESTAURANT (DENVER) INC.

By: Stan Fuller

EARL'S RESTAURANT (THE MEADOWS) INC.

By: Stan Fuller

EARL'S RESTAURANT (CHERRY CREEK) INC.

By: Stan Fuller

LANDLORD

SDG DADELAND ASSOCIATES, INC., as Trustee under Trust Agreement dated August 7, 1997, known as Trust Number 8

By: _____
Richard S. Sokolov, President and Chief Operating Officer

TENANT

EARL'S RESTAURANT (DADELAND) INC.

By: Stan Fuller

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