

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of this _____ day of _____, 2006 by and between DKA INVESTMENTS, LLC, a Michigan limited liability company, (hereinafter referred to as "Landlord"), whose office address is 54732 Shelby Road, Shelby Township, MI 48316, and BAEZ ENTERPRISES, INC., d/b/a TACO LOCO, (hereinafter referred to as "Tenant"), whose address is _____.

WITNESSETH:

**ARTICLE I
GRANT AND TERM**

Section 1.01 **Leased Premises.** Landlord hereby leases to Tenant those premises now in Crooks Corner Shopping Center, a Shopping Center located in Rochester Hills, Michigan, and more fully described in Exhibit "A" attached hereto, hereinafter sometimes called "Shopping Center", which premises consist of approximately 7,200 square feet of floor area, commonly known as 2286-2210 Crooks Road, Rochester Hills, Michigan, hereinafter sometimes called "Leased Premises", more particularly designated in Exhibit "B", attached hereto. Landlord reserves the right to construct other buildings or improvements in the Shopping Center from time to time and to make alterations therein or additions thereto.

Section 1.02 **Term.** (a) The term of this Lease shall be for five years beginning on the commencement date as defined in Paragraph (b) of this Section. If the Commencement Date shall be a day other than the first day of the calendar month, then the term of this Lease shall be deemed extended by the number of days between the Effective Date of this Lease and the first day of the calendar month following the Effective Date of this Lease. In such case, Tenant shall pay pro rata rent, in advance, for the period from the Effective Date of this Lease to the first day of the next calendar month.

(b) The Commencement Date shall be the _____ day of _____, 2006.

**ARTICLE II
RENT**

Section 2.01 (a) **Guaranteed Minimum Rent.** The guaranteed minimum rent during the term of this Lease shall be payable in advance on the first day of each and every month to Landlord as follows:

Months of
Lease Term

1
2-12
13-60

Monthly Guaranteed Minimum
Rent Installment

NO CHARGE
\$5,500.00
\$6,000.00

Rent shall be payable by Tenant at the place designated by Landlord from time to time without any prior demand therefore or without any deductions or setoff whatsoever.

Section 2.02 Tenant's Tax Obligation. Tenant agrees to pay each month as additional rent one-twelfth (1/12) of its prorata share of the real estate taxes, assessments (general and special) and other charges which may be levied, assessed or charged against the Shopping Center occurring or becoming due and payable during the term of this Lease and any extensions thereof. Tenant's proportionate share, for the purposes of this section, shall be the proportions which the total floor area of the Leased Premises bears to the total floor area of the rentable space in the Shopping Center. At the beginning of each year, Landlord shall set the monthly amount each year based upon Landlord's reasonable estimate of the tax liability. Landlord shall annually reconcile the estimated payments with the actual taxes and refund or bill to Tenant any overage or underpayment. Landlord shall, upon request of Tenant, furnish to Tenant copies of tax billings by governmental agencies.

In the event the State of Michigan or any political subdivision thereof, or any governmental authority having jurisdiction thereover, shall impose a tax and/or assessment of any kind or nature upon, against or with respect to rentals payable by Tenant to Landlord, or on the income of Landlord derived from the Leased Premises (other than the current income tax), or with respect to the ownership of the land and buildings comprising the Leased Premises, either by way or substitution for all or any part of the taxes and assessments levied or assessed against such land and buildings, or in addition thereto, such tax and/or assessment shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this Section 2.02.

Section 2.03 Additional Payments. Tenant shall pay any and all sums of money or charges required to be paid by Tenant under its Lease promptly when the same are due, without any deductions or setoff whatsoever. Tenant's failure to pay any such amounts or charges when due shall carry with it the same consequences as Tenant's failure to pay rent.

ARTICLE III SECURITY DEPOSIT

Section 3.01 Security Deposit. No security deposit shall be required during the term of this Lease.

Section 19.18 **Entire Agreement.** This Lease and the exhibits attached set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 19.19 **Interpretation and Use of Premises.** Nothing contained herein shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture between the parties hereto. Nothing contained herein shall be construed to limit the right of Landlord to rent any portion of the Shopping Center not covered by this Lease upon any terms or conditions whatever, and for any use or purpose Landlord desires, or to grant privileges or immunities to other lessees not granted to Tenant, and Landlord shall at all times have the right to change the appearance of the Shopping Center or the name under which it is known. Whenever herein the singular number used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 19.20 **Notices.** Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed:

IF TO LANDLORD:

DKA Investments, LLC
54732 Shelby Road
Shelby Township, MI 48316

Attn: Steve Stojanovski

IF TO TENANT:

BAEZ ENTERPRISES, INC.

or at such other place as the parties may designate by written notice. Any written notice shall be deemed to have been served as of the next regular day for delivery of mail after the date it was mailed in accordance with the foregoing provisions.

Section 19.21 **Captions and Section Numbers.** The captions, article numbers, and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands all as of the day and year above written.

WITNESS:

LANDLORD:
DKA Investments, LLC

By: _____
Slavko Stojanovski, Member

TENANT:
Biaz BIAZ ENTERPRISES, INC., d/b/a
TACO LOCO

By: _____
Noe R. Biaz, President
Biaz

STATE OF MICHIGAN)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Slavko Stojanovski, Member of DKA INVESTMENTS, LLC.

Notary Public
County of
My Commission expires:

