

**OUTBACK STEAKHOUSE, INC.**

2202 N. West Shore Blvd. • 5th Floor • Tampa, FL 33607  
Phone (813) 282-1225 • Fax (813) 282-1209  
www.outback.com

April 28, 2004

Via FAX 586-775-6551

Stephan P. Cubba  
Eastpointe/Hamlin Associates, L.L.C.  
22725 Greater Mack Avenue  
St. Clair Shores, MI 48080

RE: Lease between Eastpointe/Hamlin Associates, L.L.C. ("Landlord") and Outback/Detroit-I, Limited Partnership ("Tenant"), Rochester Hills, MI; Outback #2332

Dear Stephan:

We are in the process of getting permits for the patio area and we need you to confirm the terms of the Lease. Per the Section 1.1 of the above referenced Lease, "Tenant shall have the right and easement to construct, maintain and operate during the entire term of the Lease, at Tenant's sole cost and expense, an outside patio area for service of food and beverages customarily served in Tenant's restaurant operation."

Please sign below your acknowledgement of these terms and return this letter via fax to me at 813-282-9195.


We appreciate your prompt response and cooperation in this matter.

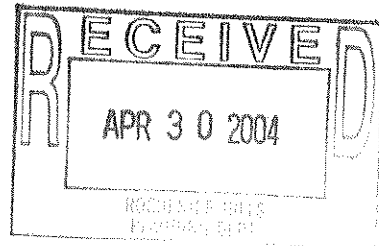
Sincerely,  
  
Judith A. Fasulo  
Senior Lease Administrator

cc: Alicia Kouse, MP via fax 248-650-4136

Received and acknowledge this 29<sup>th</sup> of April 2004..

EASTPOINTE/HAMLIN ASSOCIATES, L.L.C.

By:   
Name: STEPHAN CUBBA  
Title: MANAGER



Scanned on 04/30/2004

LEASE

THIS LEASE is entered into by and between EASTPOINTE/HAMLIN ASSOCIATES, L.L.C., a Michigan limited liability company, ("LANDLORD") and Outback/Detroit-I Limited Partnership, a Florida limited partnership, ("TENANT") and is effective on the date executed (including the initialing of all changes made after the first party's execution) by the last of LANDLORD and TENANT (the "Effective Date").

ARTICLE I - GRANT AND TERM

1.1 GRANT. In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD that certain premises being an endcap (which Landlord agrees to expand to approximately 6,500 sq. ft., excluding any patio) located in the Hamilton Square shopping center (a legal description of which shopping center is attached hereto as Exhibit "A-1"), located at the north west corner of Hamlin Road and Rochester Road in Rochester Hills, MI, the street address of which is 1880 Rochester Road, Rochester Hills, MI, 48307 (the "Shopping Center"), as further described on the Shopping Center site plan attached hereto as Exhibit "A" (the "Site Plan") together with all easements, rights and privileges appurtenant thereto (the "Premises"). TENANT shall have the right and easement to construct, maintain and operate during the entire term of this Lease, at TENANT's sole cost and expense, an outside patio area for service of food and beverages customarily served in TENANT's restaurant operation.

1.2 QUIET ENJOYMENT. Subject to the terms, covenants and conditions of this Lease, LANDLORD warrants and covenants that TENANT shall peacefully and quietly have, hold and enjoy the Premises for the entire Term of this Lease.

1.3 TERM. The original term of this Lease shall consist of a "Preliminary Term" and an "Initial Term". The phrase "Term" shall mean, collectively, the Preliminary Term, the Initial Term, and any Renewal Term for which an option has been exercised by TENANT.

A. Preliminary Term. The Preliminary Term shall commence on the Effective Date and shall end on the commencement of the Initial Term.

B. Tender, Commencement and Initial Term. LANDLORD shall tender, and TENANT shall take possession of, the Premises on the Effective Date (the "Tender Date"). In the event LANDLORD fails to tender the Premises to TENANT by the Tender Date, TENANT, in addition to any remedy it may have at law or in equity, shall have the right to terminate this Lease. The Initial Term of this Lease shall commence on the earlier of (a) ninety (90) days after TENANT's receipt of its Permits and Approvals (as hereinafter defined) or (b) the date TENANT first opens for business to the general public (the "Commencement Date"), and shall end at the expiration of the tenth (10<sup>th</sup>) Lease Year (the "Initial Term"), subject to TENANT's options to renew as set forth herein. The parties agree to execute the Term Commencement and Expiration Agreement in the form of Exhibit "G" attached hereto within thirty (30) days after the Commencement Date. Notwithstanding anything to the contrary herein, if Tenant's work is delayed due to circumstances beyond the control of Tenant, Tenant shall have the right to extend the Commencement Date for up to two (2) 30 day periods, upon written notification to Landlord.

C. Renewal Options. TENANT shall have the option to renew this Lease for three (3) consecutive renewal terms (each a "Renewal Term") of five (5) years each, commencing on the first day following the expiration of the Initial Term or the then current Renewal Term, subject to the terms and conditions set forth herein. If TENANT is not in default beyond expiration of any applicable cure period of a monetary covenant or a material non-monetary covenant under this Lease, TENANT may renew this Lease as provided above upon giving LANDLORD written notice of such renewal not less than one hundred eighty (180) days prior to the expiration of the then current term. It is the intention of the parties to avoid forfeiture of TENANT's right to extend the Term of this Lease under any of the options set forth in this section through inadvertent failure to give notice of exercise thereof within the time limits prescribed. Accordingly, if TENANT should fail to give notice to LANDLORD of TENANT's election to extend the Term of this Lease for any of the aforesaid Renewal Terms, TENANT shall not be deemed to forfeit its right to renew until such time as LANDLORD gives ten (10) days written notice to TENANT that TENANT's notice to exercise a

IN WITNESS WHEREOF, LANDLORD AND TENANT have executed this Lease effective as of the Effective Date.

WITNESSES:

EASTPOINTE/HAMLIN ASSOCIATES, L.L.C.  
a Michigan limited liability company

Jill P. Wagner  
JILL T. WAGNER

Patricia T Brodhead  
PATRICIA T BRODHEAD

By: [Signature]  
Name: STEPHEN P. CURCIA  
Title: MANAGER  
Date: 3/28/03

LANDLORD

OUTBACK/DETROIT - I LIMITED  
PARTNERSHIP, a Florida limited partnership

[Signature]  
Macey Delatore

[Signature]  
Darryl Danbury

By: Outback Steakhouse of Florida, Inc.,  
a Florida corporation, General Partner

By: [Signature]  
Name: Charles P. Salvestro  
Title: SE. VICE PRESIDENT  
Date: 3-21-03

TENANT

CS