

FAMOUS DAVE'S
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CITY OF ROCHESTER HILLS
LIQUOR LICENSE APPLICATION

1. Application form for member Elliott Baum with references and current liquor license information.
2. Application form for member Alon Kaufman with references and current liquor license information.
3. Filed articles of Organization.
4. Operating Agreement with names of members and percentage of interest.
5. Bank letter regarding the loan.
6. Proposed cost estimate for leasehold improvements, furniture, fixtures and equipment.
7. Proposed lease Agreement.
8. Menu.
9. Site plan.
10. Floor plan of the establishment.
11. Photographs of an existing Famous Dave's.

CITY OF ROCHESTER HILLS
CLASS C LIQUOR LICENSE APPLICATION

APPLICANT'S CHECK LIST FOR SUBMISSION

- Completed Application
 - Listing of Corporation/Partners
 - Building/Site Plans
 - Financial Statement
 - Lease Agreement (if applicable)
 - Menu
 - Training Policy
 - Fingerprints
 - Dance/Entertainment Agreement (if applicable)
-

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: _____

- New Class C License
 Transfer Class C License
 Dance Permit
 Entertainment Permit
 Dance Entertainment Permit

Applicant's Name: Blue Ribbon Restaurant Rochester, LLC
Elliott Baum, Member
Address: 3373 Red Fox Ct
Age: 48 Citizenship: United States
If naturalized, year and place: _____
Phone No. 248-366-0490
City West Bloomfield ST MI
Date of Birth 12-15-56 Birthplace: Texas

If a partnership, please complete the following:

Partner's Name: Alon Kaufman
Address: 3000 Pontiac Trail
Age: 43 Citizenship: Naturalized
If naturalized, year and place: _____
Phone No. 248-366-0490
City Commerce Township ST MI
Date of Birth 8-13-62 Birthplace: Israel

Manager's Name: To be determined after construction
Address: _____
Age: _____ Date of Birth: _____
Phone No. _____
City _____ ST _____

If a corporation, the names, addresses of the officers and directors, date of birth and age of each:

Alon Kaufman, 3000 Pontiac Trail, Commerce Township, 8-13-62, 43 years old

Elliott Baum, 3373 Red Fox Ct, West Bloomfield, 12-15-56, 48 years old

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Liquor License Application

Location of Proposed License: Northeast corner of Auburn Road and Rochester Road

Does applicant presently own the premises? None

If not, name of owner of premise: Arrowhead Shopping Center Limited Partnership-lease attached

Legal Description of Property (Sidwell #) 15-26-351-005

Length of time business has been in operation: Not currently operating.

Has applicant ever been convicted of a felony? Yes No

If convicted of felony, explain:

Has applicant previously applied for liquor license? Year requested: 2002, 2003, 2005,

Location of business: Roseville, Westland and Taylor-see attached printouts

Was liquor license granted: yes

Have any of the applicants or persons listed above been convicted of a violation of federal or state law concerning the manufacture, possession or sale of alcoholic beverages? Yes No

Name of person

What is the applicant's current business? restaurant owner

Length of time in named business? Since April 2003

List all uses in addition to sale of alcoholic beverages: This will be a full service barbeque style restaurant

Does applicant presently operate a restaurant? Yes No

Name and address of restaurant: Famous Dave's-Roseville, Westland and Taylor

Does applicant presently hold a Class C liquor license? Yes No

Name and address of restaurant: See attached printouts of licenses

List record and history of any liquor license violations by the applicant for preceding ten (10) years

The members of Blue Ribbon Restaurant Rochester, LLC, Alon Kaufman and Elliott Baum have held liquor licenses since April 2003 and do not have any violation history.

Liquor License Application

Record history of any liquor license violations by the corporation or by a parent of subsidiary corporation of the applicant for the immediate preceding ten (10) years

None

<u>Proposed Liquor Establishment:</u>	<u>Existing Building</u>	<u>New Construction</u>
Size of Site:	9,900 sq feet	
Size of Building:	6,750 sq feet	
Size of Kitchen:	2,210 sq feet	
Seating Capacity:	214 patrons	
Size of Dance Floor, if any:	None	
Percentage of Floor Area for Dining:	2,025 sq feet	
Percentage of Floor Area for Bar:	800 sq feet	
Present Zoning:	B-3	
Required Zoning:	B-3	
Cost of Remodeling:	\$1,592,000.00	
Cost of Construction:	existing building	
Estimated Dates of Construction	Start: September 2005	Completion: December 2005

Total cost to be expended by licensee for the licensed premises: \$1,592,000-see cost estimate

Building Plans Submitted – 3 Sets Required: Number of Copies Enclosed:

Site Plans Submitted – 6 Sets Required: Number of Copies Enclosed:

Do Site Plans show off-street parking and lighting? Yes No

Liquor License Application

Describe the proposed character/type of establishment (e.g. theme, entertainment, food)

Famous Dave's Legendary Pit Bar-B-Que restaurants has in excess of 120 locations in the United States. The first Famous Dave's nationwide was opened in 1994. Famous Dave's is a franchise business with five location in the State of Michigan, of those five locations Elliott Baum and Alon Kaufman own and operate 3 of the locations. Famous Dave's offers barbeque style foods with award winning ribs, chicken, salads, and sandwiches in a unique and friendly family atmosphere. The restaurant will offer sit down service as well as take out.

Describe the proposed full food menu:

A copy of the food menu has been attached to this application.

Proposed menu attached: Yes No

Describe the surrounding neighborhood and explain how the proposed establishment fits this location in Rochester Hills.

The area in which the restaurant will be located is a commercial development immediately adjacent to the Target and Best Buy shopping center and directly across from Meijer's. This restaurant will offer an additional option to dining out in addition to the existing restaurants of Red Lobster, Chili's, Pizzapapalis, and Olive Garden.

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): The anticipated breakdown from revenues will be 94% from food and 6% from alcoholic beverages.

Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: None
Amount of Funds to be Financed: \$1,200,000 bank loan, \$400,000 line of credit with National City Bank
Name of Financer/Phone Number: National City, Eric Dietz, Vice President 248-901-2220

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Liquor License Application

Personal References/Phone Number:
see attached list

Business References/Phone Number:
see attached list

Has applicant completed a certified training program? Yes No

Have employees completed a certified training program? Yes No

Names and addresses of those completing program

They have both internal training (material has been attached) and also a Michigan Liquor Control Commission approved server training program.

Applicant understands that should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny applicant's request or revoke any approvals.

I (We) Elliott Baum

affirm I (We) will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Rochester Hills in the conduct of my (our) business, and acknowledge receipt of a copy of Chapter 6, Alcoholic Liquor of the Rochester Hills Code of Ordinances.

I hereby certify the above information to be true and accurate to the best of my (our) knowledge.

Elliott Baum
Applicant Signature/Date

Applicant Signature/Date

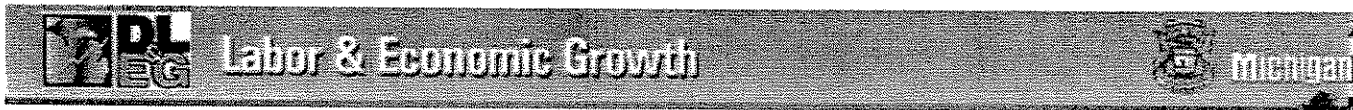
This application is not considered complete until applicant has made contact with the Rochester Hills Contingent of the Oakland County Sheriff's Department and complied with fingerprinting and any other necessary requirements of the Oakland County Sheriff's Department.

ELLIOTT BAUM'S REFERENCES

Joseph Aviv
Honigman Miller Schwartz & Cohn
248-646-2400

Howard Schwartz
Howard Schwartz Commercial Real Estate
248-538-4800

Mike McKinley
Blue Ribbon Management Company
734-604-1354



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FAMOUS DAVE'S

County Name **MACOMB**
LGU Name **ROSEVILLE CITY**
Insurance Company **ARGONAUT GREAT CENTRAL INSURANCE COMPANY (10/24/2003-Present)**
Business Id **148509**
Business Tax Id **200057608**
Business Address **20300 THRITTEEN MILE,ROSEVILLE,48066**
Business Phone **586.293.2900**
Number of Bars **0**

Licensed October 2003

Licensees

BLUE RIBBON RESTAURANTS II, LLC

Stockholders/Members

BAUM, ELLIOTT J
KAUFMAN, ALON

Contacts

Name	Purpose/Function	Phone Nbr	Fax Nbr
NONE			

Liquor License Specifics

License (Type-NBR-YR)	Permits	Transfer Status	
CLASS C-122806-2005	1.SUNDAY SALES 2.AFTER HOURS FOOD	TRANSFERABLE	NO

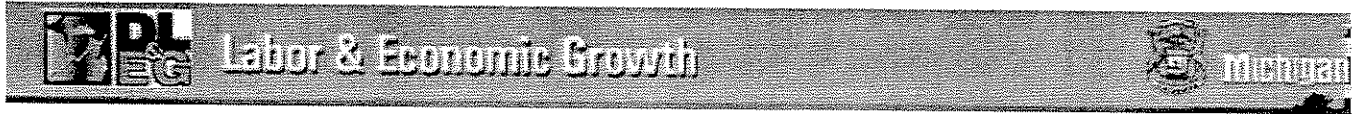
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 7150 Harris Drive, PO Box 30005
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 Fx: 517-322-6137



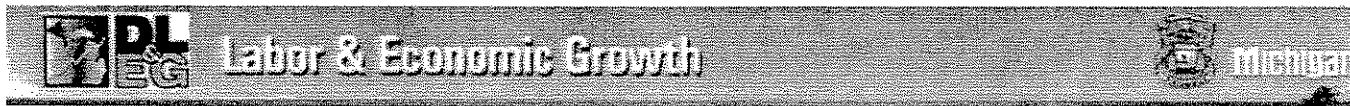
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Violation History of Business:148509 BLUE RIBBON RESTAURANTS II, LLC			
Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
3/11/04	80030		3/11/2004 PASSED CONTROLLED BUY OPERATION ON 03-04-04 (STANDIFER/X-124 & X-125)



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FAMOUS DAVE'S BBQ

County Name WAYNE
LGU Name TAYLOR CITY
Insurance Company ARGONAUT GREAT CENTRAL INSURANCE COMPANY (05/03/2005-Present)
Business Id 154209
Business Tax Id 200829693
Business Address 23811 EUREKA,TAYLOR,48180
Business Phone 734.374.2700
Number of Bars 0

Licensed March 2005

Licensees

BLUE RIBBON RESTAURANTS III, LLC

Stockholders/Members

BAUM, ELLIOTT J
KAUFMAN, ALON

Contacts

Name	Purpose/Function	Phone Nbr	Fax Nbr
NONE			

Liquor License Specifics

License (Type-NBR-YR)	Permits	Transfer Status	
CLASS C-135428-2005	1.SUNDAY SALES	TRANSFERABLE	NON

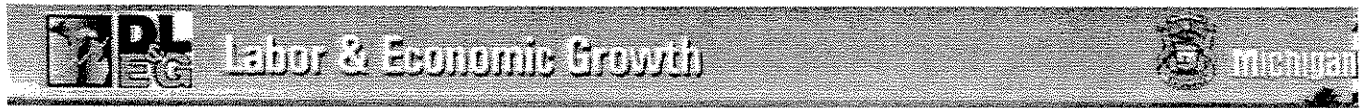
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FAMOUS DAVE'S

County Name WAYNE
LGU Name WESTLAND CITY
Insurance Company ARGONAUT GREAT CENTRAL INSURANCE COMPANY (04/24/2003-Present)
Business Id 144508
Business Tax Id 300082067
Business Address 36601 WARREN, WESTLAND, 48185
Business Phone 734.595.1000
Number of Bars 0

Licensed April 2003

Licensees

BLUE RIBBON RESTAURANTS, LLC

Stockholders/Members

BAUM, ELLIOTT J
KAUFMAN, ALON

Contacts

Name	Purpose/Function	Phone Nbr	Fax Nbr
NONE			

Liquor License Specifics

License (Type-NBR-YR)	Permits	Transfer Status	
CLASS C-117539-2005	1.SUNDAY SALES 2.AFTER HOURS FOOD	TRANSFERABLE	NO

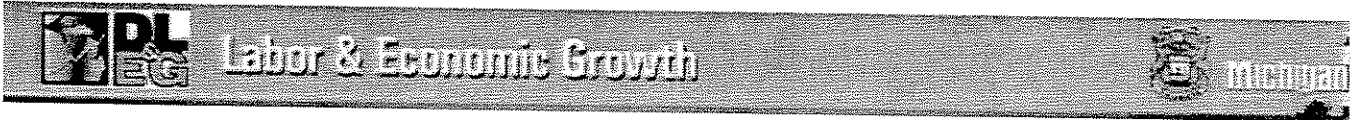
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Violation History of Business:144508 BLUE RIBBON RESTAURANTS, LLC			
Violation Date	MLCC Complaint Number	Violation Description	Decision or Event
5/9/05	88516		5/09/2005 PASSED CONTROL BUY OPERATION ON 4/28/05, IN ANDERSON, INV CATO, X-129, X-137.



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Liquor License Application

Personal References/Phone Number:
see attached list

Business References/Phone Number:
see attached list

Has applicant completed a certified training program? Yes No

Have employees completed a certified training program? Yes No
Names and addresses of those completing program


They have both internal training (material has been attached) and also a Michigan Liquor Control Commission approved server training program.

Applicant understands that should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny applicant's request or revoke any approvals.

I (We) Alon Kaufman

affirm I (We) will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Rochester Hills in the conduct of my (our) business, and acknowledge receipt of a copy of Chapter 6, Alcoholic Liquor of the Rochester Hills Code of Ordinances.

I hereby certify the above information to be true and accurate to the best of my (our) knowledge.


Applicant Signature/Date 8/22/05 ALON KAUFMAN Applicant Signature/Date

This application is not considered complete until applicant has made contact with the Rochester Hills Contingent of the Oakland County Sheriff's Department and complied with fingerprinting and any other necessary requirements of the Oakland County Sheriff's Department.

ALON KAUFMAN REFERENCES:

Business:

Mr. Eric Dietz, National City Bank, Business Relationship exceeds 10 years, (248) 901-2220

Mr. Alan Stillman, Attorney, Seyburn, Kahn, Ginn, Bess & Sirlin, PC, nearly 10 years, (248) 351-3588

Mr. Mark Cantor, Attorney, Brooks & Kushman (248) 358-4400

Personal:

Mr. Gary Shiffman (248) 208-2555 (business number)

Dr. Jeffrey Shapiro (248) 855-7400 (business number)

Mr. Darryl Rogers (248) 353-4800 X 1 (Business number)



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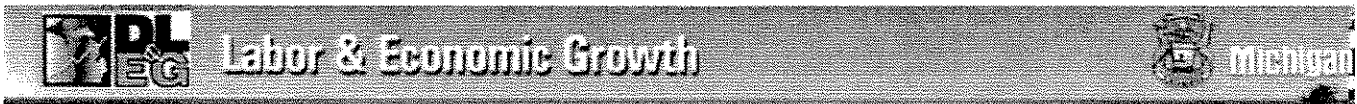
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FAMOUS DAVE'S BBQ

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LGU Name TAYLOR CITY
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Business Id 154209
Business Tax Id 200829693
Business Address 23811 EUREKA, TAYLOR, 48180
Business Phone 734.374.2700
Number of Bars 0

Licensed March 2005

Licensees

BLUE RIBBON RESTAURANTS III, LLC

Stockholders/Members

BAUM, ELLIOTT J
KAUFMAN, ALON

Contacts

Name	Purpose/Function	Phone Nbr	Fax Nbr
NONE			

Liquor License Specifics

License (Type-NBR-YR)	Permits	Transfer Status	
CLASS C-135428-2005	1.SUNDAY SALES	TRANSFERABLE	NON

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Number of Bars 0

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Stockholders/Members

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KAUFMAN, ALON

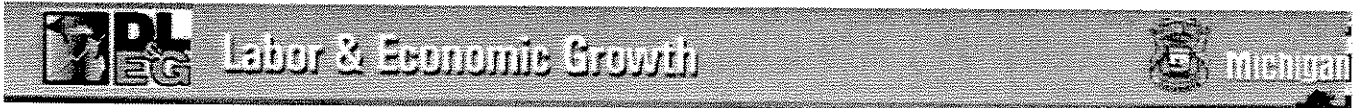
Contacts

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Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

BLUE RIBBON RESTAURANTS ROCHESTER, LLC

ID NUMBER: B2908W

received by facsimile transmission on May 4, 2005 is hereby endorsed filed on May 4, 2005 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 4th day of May, 2005.

, Director

Bureau of Commercial Services

Sent by Facsimile Transmission 05124

RCSCD-700 (Rev. 12/03)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received (FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name COLLEEN FITZPATRICK, PARALEGAL
SEYBURN, KAHN, GINN, BESS & SERLIN, P.C.
Address
2000 Town Center, Suite 1500
City State Zip Code
Southfield MI 48075-1195

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies
(Please read information and instructions on last page)

B

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles.

ARTICLE I

1 The name of the limited liability company is: Blue Ribbon Restaurants Rochester, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is:

ARTICLE IV

- 1. The street address of the location of the registered office is:
3000 Pontiac Trail Commerce Township Michigan 48390
(Street Address) (City) (ZIP Code)
- 2. The mailing address of the registered office if different than above:
(Street Address or P.O. Box) (City) Michigan (ZIP Code)
- 3 The name of the resident agent at the registered office is: Alon D. Kaufman

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

This limited liability company shall be managed by one or more managers

Signed this 28th day of April, 2005

By (Signature) of Organizer(s)

Alan M. Stillman, Agent for Alon D. Kaufman
(Type or Print Name(s) of Organizer(s))

**OPERATING AGREEMENT
FOR
BLUE RIBBON RESTAURANTS ROCHESTER, LLC**

A Michigan Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement"), is effective as of August 3, 2005 with respect to Blue Ribbon Restaurants Rochester, LLC, a Michigan limited liability company ("Company"), by and among the Company, Alon Kaufman ("Kaufman"), Elliott Baum ("Baum"), and all of those persons who shall hereafter be admitted as members (sometimes referred to hereafter individually as a "Member" and, collectively, as the "Members").

**ARTICLE I
ORGANIZATION**

1.1 Formation. The parties previously formed the Company pursuant to the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as the same may be amended from time to time (the "Act"), by the filing of Articles of Organization (the "Articles") with the Michigan Department of Consumer and Industry Services.

1.2 Name. The name of the Company is Blue Ribbon Restaurants Rochester, LLC. The Company may also conduct its business under one or more assumed names.

1.3 Purposes. The purposes of the Company is to operate a Famous Dave's franchised restaurant (the "Restaurant") in the City of Rochester Hills, Michigan and to engage in all activities and transactions as may be necessary or desirable in connection with the achievement of the foregoing purpose. The Company may also engage in such additional activities as are determined by the Consent of the Members.

1.4 Duration. The Company shall continue in existence for the term fixed in the Articles, or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

1.5 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time, in accordance with the Act. If the Resident Agent shall resign, the Company shall promptly appoint a successor. The Members acknowledge and agree that an amendment to the Articles is necessary to change the Registered Agent and Registered Office to Alon Kaufman, 3000 Pontiac Trail, Commerce Township, Michigan 48390.

1.6 Intention for Company. The Members have formed the Company as a limited liability company under and pursuant to the Act. The Members specifically intend and agree that the Company not be a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act. No Member shall be construed to be a partner in the Company or a partner of any other Member or Person.

ARTICLE II DEFINITIONS

2.1 “Affiliate” of a Person is (i) any Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, (ii) if such Person is an entity, any officer, director, manager or trustee, or (iii) any Person who is an officer, director, manager or trustee, or who, directly or indirectly, controls, is controlled by or is under common control with any Person described in clauses (i) or (ii) of this sentence. For the purposes of this definition, the term “control” means to own or to have power to vote or direct the vote of at least ten percent (10%) of the outstanding voting securities of another Person.

2.2 “Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), as well as any addition thereto pursuant to the next to last sentence of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), after taking into account thereunder any changes during such year in minimum gain, as determined in accordance with Treasury Regulations Sections 1.704-2(d) and in any non-recourse debt minimum gain as determined under Treasury Regulation Section 1.704-2(i)(3); and

(b) Debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) and 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith.

2.3 “Capital Account” shall mean, with respect to a Member, the Capital Account maintained for such Member in accordance with Section 1.704-1(b) of the Treasury Regulations (or its successor provision) and shall be interpreted and applied in a manner consistent with such regulations.

2.4 “Capital Contributions” shall mean the initial amount of cash and property contributed to the capital of the Company by a Member, increased by any additional cash and property contributions made to the capital of the Company by such Member and decreased by the amount of any cash and property distributions made by the Company to such Member which constitutes a return of capital per Section 4.6(d). Any reference to the Capital Contribution of a Member shall include the Capital Contribution made by a predecessor in interest of such Member. No Member shall have the right to withdraw or otherwise dispose of capital contributions except as otherwise specifically provided herein.

2.5 “Class A Member” shall mean Alon Kaufman.

2.6 “Class B Member” shall mean Elliott Baum.

2.7 “Class A Preferred Return” shall mean, with respect to each Fiscal Year of the Company, an annual non-compounded cumulative return that shall be equal to fifteen (15%) percent per annum of the Class A Member’s Capital Contribution.

The Class A Member Preferred Return shall accrue commencing with the date the Company receives any portion of the Class A Member’s Capital Contributions pursuant to Section 3.1 and continue until the Class A Member has received a return of all of his Capital Contributions per Section 4.6(d). Notwithstanding anything in this Agreement to the contrary, at the end of each Fiscal Year, any accrued but unpaid Class A Preferred Return shall be added to any accrued but unpaid Class A Preferred Return for prior Fiscal Years (“Accrued Preferred Return”).

2.8 “Consent of the Members” shall have the meaning set forth in Section 7.2.

2.9 “Effective Date” shall mean February, 2005.

2.10 “Fiscal Year” shall mean (i) the period commencing on the Effective Date of this Agreement and ending on the following December 31, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clause (ii) for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss or deduction pursuant to Article IV.

2.11 “Manager” shall have the meaning assigned to that term in Section 5.1.

2.12 “Members” shall mean those persons and/or entities identified in Exhibit A who execute this Agreement as Members (either personally or through their attorney) and those persons and/or entities who are admitted to the Company as a Member pursuant to the terms of this Agreement.

2.13 “Membership Interest” shall mean, notwithstanding the difference in meaning between the Class A Member and Class B Member classifications, a percentage interest that represents such Member’s entire rights and interest in the Company and the Company’s property, assets, capital and business, including, but not limited to, such Member’s right to receive distributions of the Company’s assets, capital contribution obligations, and any right to participate in the management of the Company’s affairs, all as and to the extent provided in this Agreement and the Act. Each Member’s Membership Interest is set forth on Exhibit A.

2.14 “Net Cash Flow” shall mean all cash receipts of the Company from whatever source, less cash expenditures by the Company to persons other than Members in their capacity as Members, and less normal and customary cash reserves established by the Manager in his reasonable discretion.

2.15 “Person” shall mean any individual, trust, estate, partnership, association, firm, company, corporation or other entity.

2.16 “Profits” and “Losses” means for each Fiscal Year of the Company or other period, the Company’s taxable income or loss for such Fiscal Year or other period determined in accordance with Section 703(a) of the Internal Revenue Code (the “Code”) (for this purpose all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income and loss) adjusted so that any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Loss shall be added to such taxable income or loss.

2.17 “Treasury Regulations” shall mean and include proposed, temporary and final regulations promulgated under the Code, in effect as of the date of the filing of the Articles of Organization by the United States Department of Treasury and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE III CAPITAL STRUCTURE

3.1 Members’ Capital Contributions.

(a) Class A Members. In exchange for his eighty (55%) percent Membership Interest, the Class A Member has agreed to contribute sufficient capital for the Company to open, which is estimated to be approximately One Hundred Forty Thousand Five Hundred (\$140,000.00) Dollars, and to arrange for a working capital line of credit for the Company to utilize for the operation of the Restaurant consistent with the Company’s Purpose. The Members agree that the Class A Membership Interest shall have the following economic features:

- (i) Class A Preferred Return as defined in Section 2.7;
- (ii) Accrued Preferred Return as defined in Section 2.7; and
- (iii) 100% of the Company’s distribution of Net Cash Flow until the Class A Member’s Capital Contributions have been paid in full and thereafter pro rata amongst the Members.

(b) Class B Member. In exchange for his twenty (45%) percent Class B Membership Interest, the Company acknowledges that the Class B Member has put forth time and effort towards the Company and will invest funds totaling One Hundred Forteen Thousand Five Hundred (\$114,500.00) Dollars, which shall be deemed to be his Capital Contribution.

3.2 Capital Accounts. A separate Capital Account shall be determined and maintained for each Member.

3.3 Membership Interest In Company. The Members currently have and own the Membership Interests, which are identified on attached Exhibit A.

3.4 Additional Capital Contributions.

(a) In the event that the Manager determines, in its reasonable discretion, that additional capital is necessary to operate the Restaurant, the Manager may seek such additional financing from the Class A Member who may, but shall not be obligated to, make additional Capital Contributions to provide all of the necessary funding, unless the additional capital is needed prior to the opening of the Restaurant. In the event the Class A Member does not desire to provide all of the necessary additional funding, the Manager shall make a capital call in writing upon all Members (i.e. Class A and Class B) for such funds. The Members shall tender the funding necessary on a pro rata basis in proportion to their respective Membership Interest in the Company within ten (10) days after receipt of written notice from the Manager calling for such funds (the "Additional Funds").

(b) If any Member (referred to for purposes of this Section 3.4(b) as a "Defaulting Member") fails for any reason to contribute his share of Additional Funds by the date set by the Members for contributing such Additional Funds, the non-defaulting Members shall have the right and option to provide the Additional Funds not provided by the Defaulting Member(s), on a pro rata basis, in the proportion that each non-defaulting Member's Membership Interest bears to the aggregate Membership Interest of all non-defaulting Members, or in such other proportion as may be agreed upon by the non-defaulting Members. In such event, the amount of the Defaulting Member's Membership Interest shall be reduced to a new percentage derived from a fraction, the numerator of which shall be equal to the total Capital Contribution said Defaulting Member has made to the Company, and the denominator of which shall equal the aggregate Capital Contributions of all the Members. The amount by which a Defaulting Member's Membership Interest is reduced shall be allocated to the Members who provided the Additional Funds, on a pro rata basis, in accordance with the respective funds contributed by such Members in the place of the Defaulting Member. In the event any option to reduce a Member's Membership Interest is exercised as set forth in this Section 3.4(b), the non-defaulting Members, or any of them, are hereby and herein granted the irrevocable power of attorney to execute and deliver on behalf of any Defaulting Member any and all instruments, documents or writings as may be necessary, proper or convenient to consummate the reduction of any such Defaulting Member's Membership Interest herein. Nothing in this Section 3.4(b) shall relieve any Defaulting Member from his/its liability to contribute additional capital to the Company nor constitute a waiver of any rights or remedies the Company may have to pursue the collection of such Additional Funds;

(c) The Members shall have the right, pursuant to Section 7.1(f), to admit additional Members to contribute such Additional Funds in the event that a non-defaulting Member does not desire to contribute the Additional Funds.

3.5 Member Loans. In addition to, and not in limitation of, the provisions of Section 3.4, if any Member agrees, with the Consent of the Members, to loan funds to the Company, such loans, together with interest thereon at the rate established by mutual agreement of the Member making the loan and the Consent of the Members, shall be repaid as a priority distribution of Net Cash Flow or other distributions to the Members.

3.6 Loans to the Company. If the Company obtains a commitment for financing which requires the personal guaranties of the Members, such financing shall require the unanimous consent of the Members. If the Members unanimously approve such financing, prior to each Member furnishing the required guaranty, the Members shall execute a Contribution Agreement in such form and upon such terms as are reasonable and acceptable to all Members. If the lender requires such guaranties to be on a joint and several basis for each of the Members, and if any one or more of the Members shall become liable for and in fact pay all or any part of such obligation under such guaranties, each of the other Members shall, upon demand, be liable for their pro-rata share of the total obligations incurred by any one or more of the Members, on a pro-rata basis, in accordance with their respective Membership Interests as may be more specifically set forth in the Contribution Agreement. It is acknowledged and agreed that a working capital line of credit to be obtained shall require the personal guarantees of the Members and that the Members shall provide the required guarantee.

3.7 No Third Party Rights. Nothing contained in this Article III is intended for the benefit of any creditor or other person (other than a Member in his or its capacity as such) to whom the Company owes any debts, liabilities or obligations or who otherwise has any claim against the Company, and no third party shall have any rights by virtue of the provisions of this Article III.

3.8 Restrictions Relating to Capital. Except as otherwise specifically provided in this Agreement, no Member shall have the right to withdraw or reduce his or its Capital Contribution and no Member shall have the right to receive property other than cash, if any, in return for his or its Capital Contribution.

3.9 Nature of Member's Interest. Membership Interests in the Company shall be personal property for all purposes. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity. No Member, individually, shall have ownership of such property.

ARTICLE IV DISTRIBUTION OF CASH AND ALLOCATIONS OF PROFIT AND LOSS

4.1 Members' Share of Tax Profits and Losses. Profits. After giving effect to the Special Allocations in Sections 4.4 and 4.5, Profits for any Fiscal Year shall be allocated in the following order and priority:

(a) First, to all Members, pro rata, to the extent they have previously received an allocation of Losses.

(b) Second, to the Class A Member until such time as the Class A Member receives all of his Capital Contributions per Section 4.6(d).

(c) Third, to all Members, pro rata, in accordance with their respective Membership Interests in the Company.

4.2 Losses. After giving effect to the Special Allocations in Sections 4.4 and 4.5, Losses for any Fiscal Year shall be allocated in the following order and priority:

(a) First, to the Class A Member until such time as the Class A Member receives all of his Capital Contributions per Section 4.6(d); and

(b) Second, to all Members, pro rata, in accordance with their respective Membership Interests in the Company.

4.3 Loss Limitation. The Losses allocated pursuant to Section 4.2 shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any tax year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 4.2, the limitation set forth in this Section 4.3 will be applied on a Member by Member basis so as to allocate the maximum permissible Losses to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(d). In the event all Members have Adjusted Capital Account Deficits, Losses shall be allocated the Class A Member to the extent of his personal guarantees of the Company's obligations.

4.4 Special Allocations.

(a) Qualified Income Offset. In the event a Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(5), or Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 4.4(a) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.4(a) were not in the Agreement.

(b) Gross Income Allocation. In the event a Member has a deficit Capital Account at the end of any Fiscal Year that is in excess of the sum of (i) the amount each such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount each such Member is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(I)(5), each such Member shall be specifically allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.4(b) shall be made only if and to the extent that each such Member would have an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Article IV have been tentatively made as if Section 4.4(a) hereof and this 4.4(b) were not in this Agreement.

(c) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required,

pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

4.5 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Class A Member using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article IV and hereby agree to be bound by the provisions of this Article IV in reporting their share of Company income and loss for income tax purposes.

(c) To the extent permitted by Sections 1.704-2(h)(3) and 1.704-2(i)(6) of the Treasury Regulations, the Class A Member shall endeavor to treat distributions of Net Cash Flow as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

(d) In the event an election is made under either Section 108(b)(5), Section 108(c) or Section 754 of the Code:

(i) Any change in the amount of the depreciation deducted by the Company and any change in the gain or loss of the Company for Federal income tax purposes, resulting from any such election shall be allocated entirely to the Member making such election in the case of Section 108 of the Code, and to the transferee of the Membership Interest or portion thereof so transferred in the case of Section 754 of the Code; provided, however, that neither the Capital Contribution obligations of, nor the Membership Interest of, nor the amount of any cash distributions to the Members shall be affected as a result of such election, and except as provided in Treasury Regulations, Section 1.704-1(b)(2)(iv)(m), the making of such election shall have no effect except for Federal and (if applicable) state and local income tax purposes.

(ii) Solely for Federal and (if applicable) state and local income tax purposes and not for the purpose of maintaining the Members'

Capital Accounts (except as provided in Treasury Regulations, Section 1.704-1(b)(2)(iv)(m)), the Company shall keep a written record for each asset, the basis of which is adjusted as a result of any such election, and the amount at which the asset is carried on such record shall be debited (in the case of an increase in basis) or credited (in the case of a decrease in basis) by the amount of such basis adjustment. Any change in the amount of depreciation deducted by the Company and any change in the gain or loss of the Company, for Federal and (if applicable) state and local income tax purposes, attributable to the basis adjustment made as a result of such election shall be debited or credited, as the case may be, on such record. All costs incurred by the Company in connection with an election under Section 108 or Section 754 of the Code shall be paid by the person requesting such an election or any transferee of such person, or by the Company, as applicable.

4.6 Distributions of Net Cash Flow. Subject to Section 4.7, the Manager shall cause the Company to distribute Net Cash Flow no less frequently than on an annual basis and such distributions shall be distributed and applied in accordance with the following priorities:

(a) First, to the payment of accrued and unpaid interest on Member Loans and then to the repayment of the principal of any such Member Loans;

(b) Second, to the Class A Member in an amount equal to the Class A Preferred Return for the current Fiscal Year of the Company;

(c) Third, to the Class A Member in an amount equal to the Accrued Preferred Return;

(d) Fourth, to all Members, pro rata, to the extent of their Capital Contributions; and

(e) Then, to all Members, pro-rata, in accordance with their respective Membership Interest.

4.7 Tax Cash Provision. Prior to any distribution of Net Cash Flow, the Company shall distribute to the extent available sufficient cash to its Members to enable the Members to pay any federal and/or state income tax, which they incur as a direct result of the allocation of taxable income to them. This shall be computed and paid as follows: On or before April 15 of each year, the Manager shall distribute an amount equal to forty (40%) percent.

To the extent of the failure of the Manager to make the distribution required under this Section 4.7, such required distribution shall be converted into a Member Loan equal to such amount. This Member Loan shall accrue interest at twelve (12%) percent per annum.

ARTICLE V MANAGEMENT

5.1 General Management. The Company shall be managed by one or more Persons. The Members shall elect and appoint the Manager(s) who shall have the full and exclusive right, power and authority to manage the affairs of the Company and to bind the Company, to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Members to be necessary, appropriate or desirable to carry out or further the business of the Company. If there is more than one Manager, all decisions and actions of the Manager(s) shall be made by majority vote of the Manager(s). Until further action of the Members as provided herein, the Company's initial Manager shall be Alon D. Kaufman. Managers need not be residents of the State of Michigan, Members or natural persons.

5.2 General Powers of the Manager. The Manager is hereby authorized and empowered to carry out and implement any and all of the purposes of the Company; provided, however, the matters set forth in Section 7.1 shall require the Consent of the Members.

5.3 Duties of Manager.

(a) The Manager shall manage or cause to be managed the affairs of the Company in a prudent and business-like manner and shall devote such part of his time to the Company as is reasonably necessary for the conduct of such affairs. However, it is expressly understood and agreed by all Members that the Manager shall only be required to devote such time, as determined by the Manager in his reasonable discretion, to the Company in order to reasonably conduct its affairs. The Manager shall not in any way be prohibited from or restricted in engaging or owning an interest in any other business venture of any nature (including any venture which might be competitive with the business of the Company), and the Company may engage the Manager or persons or firms associated with him for specific purposes and may otherwise deal with such Manager on such terms and for compensation to be agreed upon by such Manager and the Company.

(b) In carrying out his obligations, the Manager shall:

- (i) Obtain and maintain such insurance as may be deemed necessary or appropriate;
- (ii) Deposit and withdraw all funds of the Company using one or more separate bank accounts with such banks or trust companies as the Members may designate pursuant to Section 5.9;
- (iii) Maintain complete and accurate records of all property (real and personal) owned or leased by the Company in complete and accurate books of account (containing such information as shall be necessary to record allocations and distributions), and make such records and books of account available for inspection and audit by any Member or its duly authorized representative (at the expense

of the inspecting Members) during regular business hours and at the principal office of the Company;

- (iv) Prepare and distribute to the Members all reasonable tax reporting information and cause to be prepared and filed all tax returns of the Company, only after allowing the Members a reasonable opportunity to review and propose revisions to such tax returns; and
- (v) Manage the Company's Net Cash Flow so as to allow the distributions under Sections 4.6 and 4.7 to be paid timely.

(c) Voting Requirements. Any action which this Agreement authorizes the Manager or the Managers to take must be either (i) approved by all of the Managers then in office at a meeting, or (ii) documented in a written consent resolution executed by all of the Managers then in office (in this regard, any action which, pursuant to this Agreement or the Act, is to be taken by all of the Managers then in office may be taken, without a meeting of the Managers and without a vote, pursuant to a written consent signed by all of the Managers then in office). To the extent that the action in question is the execution of a document or agreement, the execution thereof by all of the Managers shall constitute fulfillment of the requirements of clause (ii) of the immediately preceding sentence. With respect to clause (i) of the first sentence of this Section 5.3(c), voting shall be by voice unless a Manager requests a ballot, in which event voting shall be by written ballot. Each ballot shall be signed by the Manager who casts it, and shall be preserved with the minutes of the meeting. In the event the Company temporarily has no Manager (for example, because a vacancy has not been filled), any action which the Manager or the Managers is authorized to take pursuant to this Agreement may be taken by the Members in accordance with Article VII below.

(d) Adjournment. A meeting of the Managers may be adjourned to another time and place by the affirmative vote of a majority of the Managers in attendance. If a meeting is adjourned to another day, the Managers in attendance at the meeting shall use reasonable efforts to inform the other Managers of the date, time and place on and at which the meeting will reconvene, and if such date is more than five (5) days after the date of the meeting, shall notify the other Managers of such date, time and place.

(e) Action by Written Consent. Any action which, pursuant to this Agreement or the Act, is to be taken by all of the Managers then in office may be taken, without a meeting of the Managers and without a vote, pursuant to a written consent signed by all of the Managers then in office.

5.4 Standard of Care; Liability. The Manager shall discharge his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interests of the Company. The Manager shall not be liable for any monetary damages to the Company for any breach of such duties which arise out of any act or omission performed or omitted by the Manager in good faith on behalf of the Company, but shall be liable for the following:

- (a) Receipt of a financial benefit to which the Manager is not entitled;
- (b) A distribution to Members in violation of this Agreement or the Act;
- (c) A knowing violation of the law; or
- (d) Intentional wrongdoing and/or gross negligence which causes damage to the Company.

5.5 Reimbursement of Expenses and Payment of Management Fees.

(a) All reasonable out-of-pocket expenses incurred by the Manager in connection with the operation of the Company's business shall be reimbursed in full by the Company upon presentation of evidence of the payment of such expense.

(b) A management fee shall be paid to the Manager in the amount of \$_____ per annum, which shall be paid in twelve equal monthly installments on the first of each month.

5.6 Indemnification of Manager. The Company shall indemnify, defend and hold harmless each Manager (and, if applicable, its officers, directors, shareholders, general or limited partners, members, managers, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by a Manager in defense of any act or omission), judgments or amounts paid in settlement by such Manager by reason of any act performed, or omitted to be performed, by him in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the Manager is a party or is threatened to be made a party because he is or was a Manager. The provisions of this Section 5.6, however, shall not relieve a Manager of any liability which he may have (i) pursuant to Section 5.4 above or for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the Manager is not entitled, (iii) pursuant to the Act, (iv) in connection with acting outside of the authority granted to such Manager, or (v) in connection with a knowing violation of law, and no Manager shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 5.6 shall be limited to the Company's assets, and no Manager shall have a claim against any Member by virtue of this Section 5.6.

5.7 Tenure; Resignation; Removal; Vacancies.

(a) Tenure. The Manager shall hold the office until such time as it resigns, is removed for cause or otherwise vacates the position. As used herein, the term "for cause" shall mean a breach of its fiduciary duty under this Agreement or the Act. If the Members agree by Consent of the Members to remove the Manager for cause, they shall send such Person a written notice regarding the same, setting forth in reasonable detail their basis for removal and request a meeting to discuss the removal. The Person being removed shall have an opportunity to be heard at such meeting.

(b) Resignation. Any Manager may resign at any time by giving written notice to the Members. Such resignation shall be effective as of the giving of the notice or at such later time, if any, as may be specified in the notice. Unless otherwise specified in the notice, acceptance of a Manager's resignation by the Members shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect such Manager's rights as a Member and shall not constitute the withdrawal of such Manager as a Member.

(c) Vacancies. Any vacancy in any Manager position occurring as the result of a Manager's resignation, removal, death, disability or any other reason whatsoever shall be filled by the Consent of the Members. Each person who has been elected to fill a vacancy in a Manager position shall hold such office until such time as his successor shall have been duly appointed or elected in accordance with this Agreement and shall have qualified, or until he resigns, is removed or otherwise vacates the position.

5.8 Self-Dealing. Any Manager and any Affiliate of any Manager may deal with the Company, directly or indirectly, as vendor, purchaser, employee, agent or otherwise, if the Manager has informed the Members of the material terms of such dealings, and such dealings were approved, in advance, by the Consent of the Members (except that, if the Manager in question is also a Member, he shall have no vote with respect to the approval of such matter). No contract or other act of the Company shall be voidable or affected in any manner by the fact that a Manager or his Affiliate is directly or indirectly interested in such contract or other act apart from his interest as a Manager, nor shall such Manager or his Affiliate be accountable to the Company or the other Members with respect to any profits directly or indirectly realized by reason of such contract or other act, if such contract or other act was approved in accordance with this Section 5.8.

5.9 Bank Accounts. The bank account or accounts of the Company shall be maintained in the banking institution or institutions selected by the Consent of the Members. All funds of the Company shall be deposited into account(s) of the Company. Any and all account signatories shall be authorized by the Consent of the Members.

5.10 Activity of the Managers and Members. The Manager shall devote such time and effort as may be reasonably required to conduct the Company's business and perform his responsibilities. The Members and the Manager(s) shall not in any way be prohibited from or restricted in engaging or owning an interest in any other business venture of any kind, nature, character or description whatsoever, whether independently or with others, directly or indirectly, including, but not limited to, any venture which may be competitive with the business of the Company, and neither the Company nor any other Member shall have any rights by virtue of the Company created by this Agreement in and to such ventures or the income or profits derived therefrom.

ARTICLE VI
RESTRICTIONS ON TRANSFER OF
MEMBERSHIP INTERESTS; WITHDRAWAL

6.1 Restrictions on Transfer and Assignment.

(a) Except as expressly provided in this Article VI, no Member shall sell, assign, transfer, convey, pledge or otherwise encumber all or any portion of his or its Membership Interest, without obtaining the Consent of the Members as provided herein. Any attempted disposition of a Membership Interest in violation of this Section 6.1 shall be void and of no effect.

(b) A Member may, without obtaining the consent of the other Members, assign his Membership Interest to the Company, to another Member or to an inter vivos or testamentary trust primarily for the benefit of the transferor Member.

(c) The assignment of a Membership Interest (voluntary or involuntary) does not entitle the assignee to participate in the management and affairs of the Company or to become or exercise any rights of a Member, including the right to vote on any matter requiring a vote of the Members, unless and until such assignee is admitted as a substitute Member in accordance with Section 6.2 below. Unless an assignee is admitted as a substitute Member in accordance with the provisions of Section 6.2 below, such assignee shall only be entitled to receive, to the extent assigned, the distributions to which the assignor would be entitled.

(d) In the event of an assignment that does not result in the admission of the assignee as a substitute Member, the assignor/Member shall be entitled to continue to exercise the rights of a Member under this Agreement, and such assignor Member and his or her assignee shall be jointly and severally liable to the Company for such Member's obligations to the Company hereunder or under the Act, and in the event of default, such Membership Interest shall be subject to all of the remedies and options otherwise available to the Company.

6.2 Admission of Substitute Members. An assignee of a Membership Interest shall not be admitted as a substitute Member, unless all of the following conditions are satisfied:

(a) All of the non-assigning Members consent to the admission of such assignee as a substitute Member; provided, however, that no consent is required in connection with an assignment made pursuant to Section 6.1(b);

(b) The assignor and assignee execute and deliver to the Members a copy of the written assignment which gives the assignee the right to become a substitute Member;

(c) If requested by the non-assigning Members, the assignor provides to the Company an opinion of counsel, in form and substance satisfactory to the Members, that neither the offering nor assignment of the Membership Interest violates any provisions of federal or state securities laws; and

(d) The assignee executes and delivers to the Company a written agreement to be bound by all of the terms and provisions of this Agreement and to assume all of the obligations of the assignor Member.

An assignee that is admitted as a substitute Member in accordance with the foregoing provisions shall have the rights and powers, and shall be subject to all of the restrictions, obligations and liabilities of a Member under this Agreement and the Act.

6.3 Withdrawal. Unless a Member has assigned and transferred his or its entire Membership Interest to the Company, to another Member or to a other assignee who has been admitted as a substitute Member and except to the extent permitted hereunder, a Member may not withdraw from the Company except with the unanimous written consent of the other Members. Any Member who withdraws in violation of the provisions of this Section 6.3 shall not be entitled to any distributions under this Agreement and shall be liable to the Company and the remaining Members for any damages incurred by the Company or such remaining Members as a result of the withdrawing Member's breach of the provisions of this Section 6.3.

6.4 Purchase and Sale Upon Involuntary Transfer. If, during the term of this Agreement, a Member's (the "Affected Member") Membership Interest becomes the subject of any Involuntary Transfer (defined below), the Company shall have the right, but not the obligation, to purchase, at a purchase price and on the terms and conditions set forth below in this Section 6.4, any or all of the Affected Member's Membership Interests that were subject to the Involuntary Transfer. The Company may assign its option to any Member (other than to the Affected Member). The Option granted hereunder may be exercised at any time after such Involuntary Transfer by delivering to the Affected Member and his transferee a notice (a "Transfer Notice") specifying that the Membership Interests therein described are to be repurchased by the Company or its assignee. If the option granted in this Section 6.4 is exercised, the Affected Member (and his transferee) shall be obligated to sell the Membership Interests in accordance with and pursuant to this Agreement and, in such event, the Involuntary Transfer shall be void ab initio and of no force and effect. It is understood that the occurrence of an Involuntary Transfer of a Member's Membership Interests shall not, in any event, confer upon the transferee any rights associated with such Membership Interests (including, without limitation, voting rights) except for the right to receive the payments specified in this Agreement upon exercise of the option contained in this Section 6.4; however, the transferee and the Affected Member shall, jointly and severally, have all of the obligations of the Affected Member hereunder. For so long as the transferee shall hold the transferred Membership Interests, such interests shall be held and owned subject to the provisions of this Agreement and, upon request of the Company, the transferee shall execute a written agreement, in form acceptable to the Company, agreeing that such Membership Interests (and the transferee) shall be subject to this Agreement as if the transferee was an original party hereto. As used herein, the term "Involuntary Transfer" shall mean, without limitation: (a) any actual or attempted transfer of Membership Interests caused by any bankruptcy, or by any other creditor action or legal process; (b) any actual or attempted transfer of Membership Interests to the spouse of a Member upon any property settlement or dissolution of marriage or similar action; (c) any actual or attempted transfer of Membership Interests without the Consent of the Members if such consent is required in this Agreement; and (d) if the Affected Member is an entity, the dissolution or any transaction

involving a sale or disposition of all or substantially all of the assets of any Affected Member, or any merger, share exchange or other business combination involving any Affected Member if such Affected Member is not the surviving and controlling entity. Unless otherwise agreed to in writing by the non-selling Members, the purchase price of any Membership Interests purchased pursuant to this Section 6.4 shall be an amount equal to the book value of the Company multiplied by the Membership Interest to be purchased. The purchase price shall be paid in full by a certified or bank cashier's check within thirty (30) days of the exercise by the Company of the option to purchase the Membership Interest.

6.5 Admissions of Additional Members by the Company. The Company shall admit no Person as a Member of the Company after the Effective Date of this Agreement, except as provided in Sections 3.4(c) and/or 7.1(s), or upon the conditions of Section 6.2 being satisfied.

6.6 Registration of Membership Interests.

(a) The Members acknowledge that the Membership Interests have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state in reliance upon the exemptions under said laws. The Members hereby covenant, represent and warrant that they are acquiring their respective Membership Interests in the Company solely for investment purposes and not with a view to the distribution or resale thereof. Each Member hereby indemnifies and holds the Company and every other Member harmless from and against all costs, expenses and damages, including reasonable attorneys' fees incurred by the Company or any other Member as a result of a breach hereof by such Member;

(b) Notwithstanding any provision contained in this Agreement to the contrary, no Member's Membership Interest may be offered or sold and no transfer of such Membership Interest will be made by any Member unless (at the expense of the transferring Member):

- (i) Such Membership Interest is registered under the Securities Act of 1933 and/or any applicable state securities laws; or
- (ii) An opinion of counsel reasonably acceptable to the Manager is obtained to the effect that such registration is not necessary.

ARTICLE VII
MEETINGS OF MEMBERS

7.1 Voting. All Members shall be entitled to vote on any matter submitted to a vote of the Members. Notwithstanding anything to the contrary contained in the Act or this Agreement, only upon obtaining the Consent of the Members shall the following matters be authorized:

- (a) The liquidation or dissolution of the Company pursuant to Section 8.1(d);

- (b) The consolidation or merger of the Company with one or more other limited liability companies or other entities or the acquisition of another entity's equity or assets, or any other similar business combination or reorganization;
- (c) An amendment to the Articles, other than amendments to reflect changes in the law that have no material adverse effect on the Company or the Members;
- (d) The execution of any real estate purchase agreement, land contract or similar agreement to acquire or dispose of any interest in the Property or other real property (other than leases in the ordinary course of business);
- (e) The sale, transfer, Financing, mortgaging, granting of a security interest or other lien, in, or on or otherwise disposing of or encumbering the Company's assets, if the lien results in any part of the debt being recourse to Alron or its owners.
- (f) Commencing prosecution or defending any proceeding in the Company's name;
- (g) A transaction involving an actual or potential conflict of interest between a Manager and the Company, including acts of self dealing pursuant to Section 5.8;
- (h) Making any assignment for the benefit of creditors, or voluntarily filing any proceedings under federal or state bankruptcy or similar laws for the protection of the Company against its creditors, or consenting to any such filing by any Person against the Company, or publicly admitting the inability of the Company to meet its financial obligations as they become due;
- (i) Any act which would contravene any provision of the Articles, this Agreement or the Act;
- (j) Doing any other act which would render it impossible to carry on the Company's business in the ordinary course;
- (k) Employ or terminate accountants and attorneys;
- (l) Expand the activities that the Company may engage in pursuant to Section 1.3;
- (m) Establish the terms of a Member Loan pursuant to Section 3.5;
- (n) Designating persons authorized to withdraw funds out of the Company's bank accounts pursuant to Sections 5.3(b)(ii) and 5.9;
- (o) Approving the sale, assignment, transfer, conveyance, pledge or other encumbrance of all or any portion of a Membership Interest pursuant to Section 6.1;

(p) The purchase, lease or acquisition of any real or personal property having a purchase price in excess of \$25,000.00.

(q) Hiring employees and/or agents with an annual compensation in excess of \$40,000 except for a store manager position who may receive a total \$60,000 per annum compensation package; and

(r) Establish pension plans, trusts, profit sharing plans and other benefit and incentive plans for Members, Managers, employees and agents of the Company.

(s) Amend this Agreement for any of the following purposes:

(i) Ministerial and clarification purposes; and

(ii) Admitting additional members in accordance with this Agreement.

7.2 Required Vote. Any action requiring the vote, determination or consent of the Members, shall require a vote of the majority of the Membership Interests of the Members then entitled to vote ("Consent of the Members").

7.3 Meetings. Meetings of Members for any proper purpose or purposes may be called at any time by any Member upon reasonable advance notice to the Members. Members may attend meetings in person, by proxy given to another Member or via telephonic communication device. The Company shall deliver or mail written notice stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than two (2), and no more than sixty (60) days, before the date of the meeting.

7.4 Limited Liability of Members. No Member shall be personally liable for the Company's acts, debts or obligations, unless the Act or any other provision of this Agreement expressly provides otherwise.

7.5 Consent. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Membership Interests entitled to vote on the action were present and voted. Every written consent shall bear the date and signature of each Member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

ARTICLE VIII DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

(a) At any time specified in the Articles or this Agreement;

(b) The sale or other disposition by the Company of all or substantially all of the Company's assets not in the ordinary course of business, unless all of the Members agree to continue the Company;

(c) The entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating the Company to be bankrupt, and the expiration of the period, if any, allowed by the applicable law in which to appeal therefrom;

(d) By the written Consent of the Members; or

(e) Upon the entry of a decree of judicial dissolution.

8.2 Winding Up and Liquidating Distributions. On the dissolution of the Company pursuant to Section 8.1 above or otherwise, the Manager shall file or cause to be filed a Certificate of Dissolution for the Company with the Michigan Department of Consumer and Industry Services and shall wind up the Company's affairs in accordance with the provisions of the Act. Once the Company's affairs have been wound up, the Manager shall proceed with an orderly liquidation of the Company's assets. On completion of such liquidation, the Manager shall file or cause to be filed all tax returns and pay all tax obligations required by applicable Michigan law, and within a reasonable time, the Manager shall furnish each Member with a statement prepared by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of dissolution and the proceeds and expenses of the Company's liquidation. The Manager shall apply or distribute the proceeds of the liquidation in the following order of priority:

(a) First, to the payment of any debts and liabilities of the Company;

(b) Second, to the establishment of any reserves which the Manager deems reasonably necessary to provide for any debts or liabilities of the Company; and

(c) Third, at the expiration of a reasonable period of time as the Manager deems advisable, the balance of such funds remaining after payment of any such debts, liabilities and contingencies, shall be distributed to the Members, on a pro-rata basis, in accordance with the priorities set forth in Section 4.6.

ARTICLE IX BOOKS, REPORTS AND ACCOUNTING

9.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records shall be kept at the Company's Registered Office.

9.2 Accounting. The Company shall maintain proper books and records in accordance with generally accepted accounting principles. The fiscal and taxable year of the Company shall be the calendar year. The Members and their representatives shall have the right to inspect the Company's books and records at any time upon reasonable notice.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Binding Effect. Subject to the provisions of this Agreement relating to assignment and transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

10.2 Notices. Any notice permitted or required under this Agreement shall be conveyed to the party at the address reflected in this Agreement and will be deemed to have been given, when deposited in the United States mail, postage paid, or when delivered in person, or by courier or by facsimile transmission.

10.3 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In addition, if any provision of this Agreement may be modified by a court of competent jurisdiction such that it may be enforced, then that provision shall be so modified and as modified, shall be fully enforced.

10.4 Choice of Law and Forum Selection. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan. All actions arising directly or indirectly out of this Agreement shall be litigated only in the United States District Court for the Eastern District of Michigan, Southern Division, or the Oakland County, Michigan Circuit Court, and the parties hereby irrevocably consent to the personal jurisdiction and venue of those courts over the parties to this Agreement.

10.5 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the context requires.

10.6 Headings. The titles of the sections have been inserted as a matter of convenience for reference only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

10.7 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement.

10.8 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof.

10.9 Counsel. The parties each acknowledge for themselves, their respective heirs, successors and permitted assigns that Seyburn, Kahn, Ginn, Bess and Serlin, P.C. ("SKG"), prepared this document on behalf of Kaufman and the Company and not on behalf of any of the other Members. The other Members each acknowledge that:

(a) they are advised that a conflict may exist between their respective interests and those of the Company and the other parties;

(b) they waive any conflict which SKG may have in preparing this document;

(c) they are advised by SKG to seek the advice of independent counsel;

(d) they have each had the opportunity to seek the advice of independent counsel regarding the economic, legal and tax consequences of this document.

[Signature Page Follows]

The Members have executed this Agreement on the date set forth above.

BLUE RIBBON RESTAURANTS ROCHESTER, LLC


"MANAGER"



Alon Kaufman

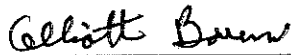
"MEMBERS"

"Kaufman"



Alon Kaufman

"Baum"



Elliott Baum

EXHIBIT A
SCHEDULE OF MEMBERS

<u>Name of Member</u>	<u>Capital Contributions</u>	<u>Membership Interest</u>
Alon Kaufman	\$ 55	55% - Class A
Elliott Baum	\$ 45	45% - Class B
Total:	\$ 100	100%

The undersigned hereby accepts the foregoing commitment from National City and the terms and conditions set forth herein, this 10 day of August, 2005.

Borrower's Acceptance

Blue Ribbon Restaurants Rochester, LLC

BY Michelle M B

TITLE Controller / CFO

DATE 8/10/05

Financing Commitment

National City ("Bank") is pleased to provide the following commitment to Blue Ribbon Restaurants Rochester, LLC ("Borrower") subject to the terms and conditions contained herein.

Blue Ribbon Restaurants Rochester, LLC

TERM LOAN:

Borrower: Blue Ribbon Restaurants Rochester, LLC

Amount & Facility: \$1,200,000 secured term loan

Purpose: Finance leasehold improvements and equipment/furniture/fixtures for a new restaurant located at 2945 Rochester Rd., Rochester Hills, MI

Pricing: LIBOR Index + 200 bp or Fixed rate equivalent

Collateral:

- A first lien on all of the Borrower's business assets
- Assignment of lease and rents

Borrowing Base: NA

Guaranty: Unlimited personal guaranties of Alon Kaufman and Elliott Baum

Amortization: 7 - 10 years

Expiration: 5 years from closing

08/10/2005 18:59 FAX 248+801+2221

NAT'L CITY COM'L LOANS

005

LINE OF CREDIT:

Borrower: Blue Ribbon Restaurants Rochester, LLC

Amount & Facility: \$400,000 Line of Credit

Purpose: Provide working capital liquidity

Pricing: LIBOR Index + 200 bp

Collateral:

- A first lien on all of the Borrower's business assets
- Assignment of lease and rents

Borrowing Base: NA

Guaranty: Unlimited personal guaranties of Alon Kaufman and Elliott Baum

Amortization: NA

Expiration: 2 years from closing

Note: Line of Credit and Term Loan will be cross defaulted and cross collateralized.

OTHER TERMS & CONDITIONS

The following terms and conditions are applicable to the credit facility/facilities for Blue Ribbon Restaurants Rochester, LLC ("Borrower") and may be included in any loan agreement.

- Borrower to provide Bank with appropriate legal documentation for a Corporation in form and substance acceptable to Bank, prior to closing.
- Borrower shall maintain its primary depository accounts with Bank.
- Borrower is to submit to Bank internally prepared quarterly financial statements within 45 days of quarter end. Annual financial statements are to be submitted to Bank within 90 days of the close of the corporate fiscal year end. Annual statements are to be audited by a Certified Public Accountant using the accrual basis of accounting as defined under the Generally Accepted Accounting Principles ("GAAP"). Tax returns are to be submitted to Bank within 90 days of the close of the corporate fiscal year end.
- Guarantors to submit annual personal financial statements and federal tax returns on an annual basis within 120 days of submission to IRS.
- Borrower to maintain adequate levels of hazard insurance on pledged assets with evidence of insurance delivered to Bank prior to first disbursement. Bank must be listed as the loss payee on these policies. Completion of all documentation relating to these financings in form and substance satisfactory to Bank and its Counsel.
- Certain representations and warranties provided by Borrower and acceptable to Bank.
- No material adverse change in the condition of Borrower and applicable Guarantor, financial or otherwise.

Famous Dave's - Rochester Hills, MI Budget

Building	Leasehold Modifications	\$1,000,000.00	
	Total		\$ 1,000,000.00

Permits		\$ 10,000.00	
Liquor License & Fees		\$ 15,000.00	
Franchise Fee		\$ 40,000.00	
	Total		\$ 65,000.00

Furniture, Fixtures & Equipment

Signage		\$ 30,000.00	
Signage - Installation		\$ 10,000.00	
Sound		\$ 20,000.00	
Equipment		\$ 275,000.00	
Edward Don		\$ 30,000.00	
Phone		\$ 10,000.00	
POS System		\$ 48,000.00	
Smoke Eater		\$ 5,000.00	
Décor		\$ 30,000.00	
Softener		\$ 4,000.00	
Miscellaneous		\$ 25,000.00	
Advertising		\$ 20,000.00	
SBH		\$ 15,000.00	
Rib Tasting		\$ 5,000.00	
	Total		\$ 527,000.00

GRAND TOTAL ...			<u>\$ 1,592,000.00</u>
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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the 23 day of May, 2005, by and between **Arrowhead Shopping Center Limited Partnership, a Texas limited partnership** ("Landlord"), whose address is c/o Cardinal Capital Partners, Inc., 8214 Westchester Drive, 9th Floor, Dallas, Texas 75225, and **Blue Ribbon Restaurants Rochester, LLC, a Michigan limited liability company** ("Tenant"), whose address is 8451 Boulder Court, Suite 50, Walled Lake, Michigan 48390. For and in consideration of the mutual promises, covenants and agreement herein contained, the receipt sufficiency of which consideration is hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE I

DEFINITIONS

The Definitions delineated within this Article I contain the principal terms of this Lease, as more particularly described in the remaining Articles of this Lease. Each reference in this Lease to any Definitions within this Article I shall be construed to incorporate the data stated herein.

Section 1.01 "Additional Rent" shall be composed of Tenant's Proportionate Share of (a) Common Area Maintenance Costs, as defined in Section 4.02(a), (b) Taxes, as defined in Section 4.02(b) below and (c) Landlord's Insurance, as defined in Section 4.02(c) below.

Section 1.02 "Building" shall mean the building and improvements located on the Real Property, which are more particularly depicted on Exhibit 1 attached hereto.

Section 1.03 "Building GLA" means the total leasable square footage in the Building, which is 9,983 square feet.

Section 1.04 "Commencement Date" shall mean the date upon which all the following have occurred: (a) Landlord delivers the Premises to Tenant free of all occupants, and (b) the Due Diligence Period has expired without termination of the Lease by Tenant as permitted in Article X hereof.

Section 1.05 "Common Areas" shall have the same meaning ascribed to it under Article 38 of the Ground Lease.

Section 1.06 "Due Diligence Period" shall mean the one hundred twenty (120) day period starting with the Effective Date.

Section 1.07 "Ground Lease" shall mean the Net Ground Lease, dated January 25, 1994, between Landlord and Ground Lessor, which is attached hereto as Exhibit 2.

Section 1.08 "Ground Lessor" shall mean collectively DW Hampton II, L.P., a Michigan limited partnership, and LS Hampton Limited Partnership, a Michigan limited partnership, and any of their successors-in-interest and assigns.

Section 1.09 "Effective Date" shall mean the date on which the last party to sign and deliver this Lease has signed and delivered it to the other party, but no later than May 23, 2005.

Section 1.10 "Lease Year" shall mean the twelve (12) month period beginning on the Rent Commencement Date and ending on the anniversary thereof or any successive twelve (12) month period after the end of the first Lease Year. If the Rent Commencement Date falls on other than the first day of the month, then the first Lease Year shall mean the period from the Rent Commencement Date until the first day of the month immediately following the Rent Commencement Date plus the twelve (12) month period thereafter.

Section 1.11 “Minimum Rent” shall mean the following amounts:

Rent Commencement Date - Month 20.....	\$10.00 per square foot
Month 21 - Month 24	\$20.00 per square foot
Lease Year 3	\$20.00 per square foot
Lease Years 4-10	\$23.00 per square foot
Lease Years 11-15	\$24.00 per square foot
Renewal Period 1 (Lease Years 16-20).....	\$26.00 per square foot
Renewal Period 2 (Lease Years 21-25)	\$28.00 per square foot
Renewal Period 3 (Lease Year 26 - 10/31/2034)	\$30.00 per square foot

Section 1.12 “Permitted Use” shall mean the operation of a sit down family style restaurant and bar with carry-out service incidental to the operation of a restaurant, subject to compliance with the terms of the Ground Lease.

Section 1.13 “Premises” shall mean approximately 6,000 square feet of space within the Building, as depicted on Exhibit 1 attached hereto.

Section 1.14 “Premises GLA” means the total leasable square footage in the Premises, which is estimated to be 6,000 square feet.

Section 1.15 “Prime Term” shall mean the initial term of the Lease beginning on the Rent Commencement Date and ending on at the expiration of the fifteenth (15th) Lease Year.

Section 1.16 “Real Property” shall mean a parcel of real property containing approximately two (2) acres of and being situated in the City of Rochester Hills, County of Oakland, State of Michigan, known as Unit One, Hampton Village Centre Condominium, according to the Master Deed thereof recorded at Liber 11707, Pages 158-240, Oakland County Records, as more particularly described in Exhibit A to the Ground Lease, and more commonly as Outlot #5 of the Retail Development, as shown on the Site Plan attached to the Ground Lease as Exhibit B.

Section 1.17 “Renewal Period” shall mean two (2) additional successive periods of five (5) years each (“Renewal Period 1” and “Renewal Period 2”), and one (1) additional successive period (“Renewal Period 3”), commencing on the first day of the calendar month following the expiration of Renewal Period 2, and expiring on the last day of the term of the Ground Lease, as extended (i.e., October 31, 2034), for which the Lease is extended beyond the Prime Term pursuant to Section 3.05 hereof.

Section 1.18 “Rent” shall mean Minimum Rent, together with Additional Rent, and all other sums due hereunder.

Section 1.19 “Rent Commencement Date” shall mean the earlier of (a) the day on which Tenant opens for business at the Premises; or (b) the one hundred twenty-first (121st) day after the Commencement Date.

Section 1.20 “Retail Development” shall mean the real property and improvements that is commonly known as “Hampton Village Centre,” as depicted on Exhibit B to the Ground Lease.

Section 1.21 “Tenant’s Proportionate Share” shall mean a fraction, the numerator of which is the Premises GLA, and the denominator of which is the Building GLA.

Section 1.22 “Term” shall mean the Prime Term or any Renewal Period.

ARTICLE II

PREMISES

Section 2.01 Premises. Subject to the terms, covenants, conditions and provisions of the Lease, Landlord does hereby demise and lease to Tenant and Tenant does hereby rent and take from Landlord and shall peaceably and quietly hold and enjoy the Premises identified in Article I, together with the right of non-exclusive use, in common with others, of the other Common Areas and facilities which may be furnished by Landlord in common with Landlord and the other Tenants, occupants, agents, employees, customers and invitees of the Building and Retail Development; reserving, however, unto Landlord the exterior walls and windows, the roof, the area beneath the Premises and the right to hereafter install, maintain, use, repair and replace pipes, ducts, conduits, wires, appurtenant fixtures, and structural elements leading through the Premises in locations which will not materially interfere with Tenant's use thereof.

Section 2.02 Sublease. Tenant acknowledges that this lease is subject and subordinate to the Ground Lease and that Tenant will comply with the obligations of the tenant under the Ground Lease, provided, however, Tenant is not obligated to comply with the terms of the Ground Lease which contradict the terms of this Lease. Landlord shall promptly provide any notices, demands and communications that Landlord receives from Ground Lessor regarding the Premises or this Lease to Tenant in the manner set forth in Section 17.09 of this Lease. Tenant acknowledges and agrees that to the extent that any consent or approval of Landlord under this Lease is not to be unreasonably withheld, conditioned or delayed, then Landlord shall be deemed to have acted reasonably in withholding such consent or approval, if the Ground Lessor refuses to grant its consent or approval to such request.

Section 2.03 Parking Spaces. In addition to Tenant's non-exclusive right to use the parking areas located on the Real Property, subject to the terms of the Ground Lease, as between Tenant and the other occupants of the Building, the Tenant shall have the exclusive right to use seven (7) parking spaces located on the Real Property in the locations depicted on Exhibit 1, which is attached hereto and incorporated herein. Tenant, at its cost, may designate that these spaces are for the exclusive use for Tenant's customers. Landlord reserves the right to designate up to twelve (12) parking spaces for the exclusive use of other occupants of the Building, in the locations depicted on Exhibit 1 attached hereto.

Section 2.04 Right to Measure. If Tenant so requests at any time prior to the Rent Commencement Date, then the actual "as built" total square footage of the Building and/or Premises shall be measured by Tenant in the presence of Landlord or Landlord's authorized representative. The number of square feet of floor space within the Premises shall be calculated by multiplying the dimension(s) from the center line of the interior of party walls, from the exterior faces of exterior walls and from the front lease line, provided such calculation is in compliance with generally accepted architectural standards. In the event the Premises shall contain an amount of square footage different than the amount of square feet referenced above, the Minimum Rent, as defined above, and all other charges calculated on the basis of Tenant's Proportionate Share shall be proportionately adjusted based on the actual square footage multiplied by the applicable square foot rental rate (and such adjustment shall relate back to the Commencement Date if there is a variance).

Section 2.05 Title. Except for liens, covenants, conditions, restrictions, easements or other encumbrances ("Encumbrances") created by, through or under Tenant and those encumbrances listed on Exhibit 3 attached hereto ("Permitted Encumbrances"), Landlord represents and warrants to Tenant that to Landlord's knowledge, the Premises is not subject to any Encumbrances. During the Term of this Lease, provided Landlord is not obligated otherwise pursuant to the Ground Lease, Landlord agrees not to record or impose any Encumbrances on the Real Property which would materially affect Tenant's rights under this Lease, unless Tenant has expressly consented to said recordation or imposition in writing.

ARTICLE III

TERM

Section 3.01 Prime Term. The Prime Term of the Lease, as specified in Article I shall commence on the Rent Commencement Date specified in Article I.

Section 3.02 Landlord's Construction of Premises. Tenant agrees to accept the Premises in "AS-IS" condition. Landlord has no obligation to make any additional improvements to the Premises. Landlord will reasonably cooperate with Tenant to the extent necessary in order for Tenant to obtain permits and approvals for Tenant's Work and operation of the Premises for the Permitted Use, including joining in the execution of site plan approval or permit requests.

Section 3.03 Tenant's Work. Tenant agrees, at its sole cost and expense, to expeditiously provide and complete all work of whatever nature necessary to make the Premises ready for Tenant to conduct its business therein ("Tenant's Work"). Within twenty (20) days (the "Plan Approval Period") after the receipt of the plans and architectural drawings for the Improvements that Tenant proposes to construct on the Premises (the "Plans"), Landlord shall review the Plans and notify Tenant whether it approves or rejects them, which approval shall not be unreasonably withheld or conditioned by Landlord. In the event Landlord fails to approve or reject the Plans by the end of the Plan Approval Period, the Plans shall be deemed to be approved by Landlord. For a rejection to be effective, Landlord must give written, detailed reasons for such rejection. If the Plans have been rejected, then Tenant may submit revised plans addressing the reasons for such rejection and in the event Landlord fails to approve or reject (with written, detailed reasons) the revised plans within the later of ten (10) days after Landlord receives the same and Tenant's request for Landlord's approval thereof, the Plans, as revised shall be deemed to be approved by Landlord. Prior to Landlord's delivery of possession of the Premises to Tenant, and with Landlord's prior written consent, which consent will not be unreasonably withheld, Tenant shall be permitted to begin Tenant's Work and otherwise install fixtures and equipment so long as such activities do not interfere with other construction work or the occupancy of any other person; and it is agreed by Tenant that Landlord shall have no responsibility or liability whatsoever for any loss of or damage to any improvements, fixtures, or other equipment so installed or left on the Premises, and Tenant agrees to indemnify and hold Landlord harmless from any loss, damage, cost or expense incurred by Landlord as a result of Tenant's Work.

Section 3.04 Tenant Improvement Allowance. In consideration of Tenant performing Tenant's Work, Landlord hereby grants a tenant improvement allowance of \$20,000 to Tenant, which shall be paid by Landlord within thirty (30) days from the date on which Tenant opens for business.

Section 3.05 Renewal Period. Provided that Tenant is not in default hereunder (beyond any applicable grace or notice and cure period), Tenant may, at its option, extend this Lease for the Renewal Periods, as described in Section 1.17 above. To extend the Term, Tenant must, prior to three hundred sixty (360) days before the end of the Prime Term or the then current Renewal Period, notify Landlord in writing of its intent to extend the Term hereof. Except for the amount of the Minimum Rent, which shall be adjusted as set forth in Section 1.11 above, all terms and conditions of this Lease shall continue and shall remain in full force and effect throughout the Renewal Periods. Notwithstanding anything to the contrary contained herein, provided Tenant is not in default under the terms of this Lease beyond any applicable cure periods, Landlord agrees not to provide the notice to Ground Lessor described in Article 19 of the Ground Lease, (i.e., foregoing Landlord's option to extend the term of the Ground Lease), unless such notice relates to a period beyond the Term of this Lease.

Section 3.06 Addendum. Within thirty (30) days from the Rent Commencement Date, Landlord and Tenant shall execute an Addendum to this Lease, setting forth the actual Premises GLA, Tenant's Proportionate Share, Rent Commencement Date, expiration date of the Prime Term, Minimum Rent and Additional Rent.

ARTICLE IV

RENT

Section 4.01 Minimum Rent. Tenant shall pay to Landlord Minimum Rent in advance, in consecutive monthly installments in the amounts set forth in Article I. The monthly Minimum Rent payment shall be payable by Tenant on or before the first day of each month at the address of the Landlord specified above, or such other address as Landlord may designate from time to time, without prior demand therefore and without any deductions or setoff whatsoever. In the event the Rent Commencement Date shall be a day other than the first day of a calendar month, then in such case, Tenant shall pay pro-rata Minimum Rent, in advance, for the period from the Rent Commencement Date to the first day of the next calendar month.

Section 4.02 Additional Rent. Tenant shall pay to Landlord, as Additional Rent promptly when the same are due, without any deductions or setoff whatsoever, Tenant's Proportionate Share of the following charges and Tenant's failure to pay such amounts or charges when due shall carry with it the same consequences as Tenant's failure to pay Minimum Rent:

a. Common Area Maintenance Costs.

Tenant agrees to pay Landlord, as Additional Rent, Tenant's Proportionate Share of the Common Area Costs for the Building, as defined in Article 38 of the Ground Lease, for the Premises, which are billed to Landlord by Ground Lessor. Landlord shall estimate the annual Common Area Costs and will notify Tenant from time to time of Tenant's Proportionate Share, which shall be paid monthly in advance along with the Minimum Rent. To the extent provided to Landlord by Ground Lessor, an itemized statement showing in reasonable detail all disbursements and charges will be furnished Tenant within a reasonable time after each calendar year and any excess or undercharges will be adjusted in the same manner that excess or underpayment of Taxes are adjusted pursuant to Section 4.02(b) below.

b. Real Estate Taxes.

(i) Tenant agrees to pay Landlord, as Additional Rent, Tenant's Proportionate Share of the Taxes, as defined in Article 8 of the Ground Lease, for the Real Property, which are billed to Landlord by Ground Lessor, subject to the provisions below. Landlord shall estimate the annual amount of such Taxes and will notify Tenant from time to time of Tenant's Proportionate Share, which shall be paid by Tenant monthly along with the Minimum Rent. If the total amount paid by Tenant under this Section 4.02(b), during the applicable period of any such real estate tax with respect to any Tax component shall be less than the actual amount due from Tenant with respect to such Tax component, based upon the actual taxes due, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due; such deficiency to be paid within ten (10) days after demand therefore by Landlord; and if such total amount paid by Tenant hereunder with respect to any Tax component shall exceed such actual amount due from Tenant with respect to such Tax component, such excess shall be credited against the next installment of Taxes due from Tenant to Landlord hereunder.

(ii) For any fraction of a tax year at the beginning or end of the Term, Tenant's obligation to pay Tenant's Proportionate Share of Taxes shall be prorated as of the Commencement Date or end of the Term on the due date basis. For any such fraction of a tax year, Tenant agrees to reimburse Landlord for its portion of Taxes within ten (10) days after presentation to Tenant of copies of the bills covering same.

(iii) In the event any special tax or assessment is levied or assessed on the Premises that becomes due and payable during the Term and such taxes or assessments may be legally paid in installments (whether by subjecting the Premises to bond or otherwise), then Landlord shall elect (and Tenant may elect) to pay such tax or assessment in installments. In the event of such election, Tenant shall be liable only for those installments of such tax or assessment which become due and payable during the Term. Each

such installment payment by Tenant shall be prorated between Landlord and Tenant based on the portion of the installment which is attributable to the length of time remaining in the Term.

(iv) Tenant shall not be required to pay any franchise, estate, inheritance, or transfer tax of Landlord, or Landlord's portion of the so-called "Michigan Single Business Tax," or any tax or assessment attributable to the personal property of Landlord, or any income, excess profits, or revenue tax, or any other tax, assessment, charge or levy upon the Rent payable by Tenant under this Lease.

(v) Subject to the terms of the Ground Lease, Tenant shall have the right at its expense to contest the amount or validity of Taxes by appropriate legal proceedings, provided such contest shall not excuse Tenant from paying such Taxes when due. Landlord shall, upon request, join in any such proceedings if Tenant determines that it shall be necessary or convenient for Landlord to do so in order for Tenant to prosecute such proceedings properly.

(vi) Landlord covenants and agrees that if there shall be any refunds or rebates received by Landlord on account of any tax, governmental imposition or levy paid by Tenant under the provisions of this Lease, Tenant's Proportionate Share of such refund or rebate shall belong to Tenant. Any such refunds or rebates received by Landlord shall be held in trust for the benefit of Tenant and shall be forthwith paid to Tenant. Landlord shall, on request of Tenant, shall pay over to Tenant, Tenant's Proportionate Share of the refund or rebate as received by Landlord.

c. **Landlord's Insurance.** Tenant agrees to pay Landlord, as Additional Rent, Tenant's Proportionate Share of all insurance premiums with respect to insurance Landlord shall maintain as provided in Section 6.02 below and any insurance for the Common Areas maintained by Ground Lessor that is billed to Landlord by Ground Lessor. Landlord shall estimate the annual cost of such Landlord's Insurance and will notify Tenant from time to time of Tenant's Proportionate Share, which shall be paid monthly, in advance along with the Minimum Rent. In the event Landlord, in its sole discretion, shall permit Tenant to conduct any business or store any materials within the Premises which shall result in an increase in the Landlord's insurance rates, then in addition to payments of Tenant's Proportionate Share of all insurance premiums, Tenant shall pay such marginal increased insurance premiums in conjunction with its other payments of Landlord's insurance pursuant to this Section 4.02(c).

ARTICLE V MAINTENANCE AND USE OF RETAIL DEVELOPMENT COMMON AREAS AND PREMISES

Section 5.01 Maintenance of Common Areas. Tenant acknowledges that pursuant to Article 38 of the Ground Lease, Ground Lessor shall operate and maintain, clean, repair and replace during the Term of this Lease the Common Areas, or shall cause the same to be operated, maintained, cleaned, repaired and replaced, in the manner described in Article 38 of the Ground Lease. Tenant shall pay Tenant's Proportionate Share of the Common Area Costs incurred by Ground Lessor and billed to Landlord in operating, maintaining, cleaning, repairing and replacing the Common Areas.

Section 5.02 Use of Common Areas. Landlord hereby grants to Tenant and Tenant's officers, agents, employees, patients, clients, customers and invitees, during the Term of this Lease, unless sooner terminated, the right to use, in common with others entitled by Landlord to use thereof, the Landlord's rights to the Common Areas of the Retail Development as set forth in the Ground Lease, including (without limitation) the parking areas, driveways, sidewalks and entranceways located on the Real Property.

Section 5.03 Care of Premises. Except as otherwise set forth below, Tenant shall, at its sole cost and expense, (a) keep the entire Premises in good order, condition and repair, including all plumbing, electrical, heating, air conditioning, ventilating, water and sewer systems and equipment, doors, door frames, windows and window frames installed on or in the Premises, in a clean, sanitary, safe, properly repaired condition in accordance with the laws of the State of Michigan and in accordance with all directions, rules, regulations, ordinances, statutes and orders of all governmental agencies, and the proper offices thereof having jurisdiction over the Premises; (b) not perform any acts or carry on any practices which may injure the Building or be a

nuisance or menace to other tenants in the Building; and (c) properly store, out of view of the public, and promptly and regularly remove from the Premises, all garbage, trash and rubbish. Tenant shall not dispose of any foreign substance in any plumbing facilities, adjoining or connecting sewer lines or mains, or use such facilities for any purpose other than that for which they were constructed; and the expense for any breakage, stoppage, damage or additional repair resulting therefrom and attributable to the acts of Tenant or its subtenants, concessionaires, licensees, invitees, agents, contractors, servants or employees, shall be borne by Tenant. Notwithstanding the foregoing, Landlord, at its sole cost and expense, shall keep the roof, exterior walls and/or foundation of the Building in good order, condition and repair, including, but not limited to, any necessary replacements of said items, during the Term.

Section 5.04 Use of Premises. Tenant covenants and agrees to use the Premises only for the Permitted Use and in a manner which shall not be in violation of any law, ordinance, regulation, Permitted Encumbrance, or building, use or zoning restriction. Landlord covenants and agrees that, during the Term, no portion of the Building (except the Premises) will be used for the following: the operation of a restaurant (sit down or carry-out) that serves primarily barbecued food. In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant, at no cost to Landlord, in the prosecution of any such suit, and to the extent the foregoing restrictions were violated by Landlord, or any affiliates of Landlord, reimburse Tenant for all attorneys' fees and court costs incurred by Tenant in connection with such suit. In the event that Landlord breaches this covenant, in addition to Tenant's rights and remedies available in this Lease and at law or in equity, Tenant shall be entitled to pay 50% of Minimum Rent until the violation has been cured. The terms of this provision shall run with the land.

Section 5.05 Signage and Advertising. Tenant shall not paint, decorate or affix any signs, lighting or other materials to the exterior of the Premises or any portion of the Common Areas without Landlord's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing and subject to compliance with the terms of the Ground Lease, any Permitted Encumbrance and applicable laws, Tenant shall have the right to install signage at the Premises that is professionally prepared and is consistent with other signage used at other locations in the Detroit Metropolitan Area, provided that Tenant, at its sole cost and expense, shall obtain any necessary permits or approvals from the local municipality for the installation of said signage. Subject to the limitations in this Section 5.05, Tenant shall have the right to install a sign on the existing monument on Auburn Road provided that such sign does not exceed one-half of the signage space on such monument.

Section 5.06 Utilities. Landlord shall provide the necessary mains and conduits in order that water and sewer facilities, natural gas and electricity are available to the Premises and Common Areas, and Tenant shall promptly pay for its use of the same. As part of Tenant's Work, Tenant shall have separate utility meters installed at the Building, provided that the remaining portion of the Building shall be provided with reasonably adequate utility service. Notwithstanding anything to the contrary contained in this Lease, in the event that any of Tenant's utilities, systems or services are interrupted by reason of the malicious or gross negligent acts of Landlord, its agents, employees or contractors, and as a result thereof Tenant, in the exercise of prudent business judgment, cannot open for business for a period exceeding three (3) business days, Minimum Rent and all other charges under this Lease shall abate for such period as it cannot remain open for business, and until such utilities, systems or services are again restored and Tenant can reopen for business.

Section 5.07 Alterations to Premises. No alteration, addition, or improvement to the exterior of the Premises shall be made by Tenant without the prior written consent of Landlord, which shall not be unreasonably withheld. All alterations, additions, improvements and fixtures (other trade fixtures of Tenant) made by either of the parties hereto shall immediately become the property of Landlord and shall be considered as a part of the Premises; provided, however, that Landlord may designate by written notice to Tenant those alterations, additions, improvements and fixtures which shall be removed by Tenant at the expiration or termination of this Lease, and Tenant shall remove the same and repair any damage to the Premises caused by such removal before the last day of the Term or within thirty (30) days after notice of election is given, whichever is later. Tenant's removable property and trade fixtures shall include, if furnished by or at the expenses of Tenant and not attached to the Premises, all removable furniture, storage and display cases, shelves and racks and business equipment; but shall not include, without limitation, ventilating, silencing, air-conditioning, air-circulating, electric, plumbing, heating, lighting, sprinkling equipment, telephone and other communication systems,

fixtures and outlets, and partitions, railings, gates, doors, vaults; paneling, molding, shelving, flooring and floor covering.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.01 Tenant's Insurance. Tenant shall at all times during the Term of this Lease subsequent to the Commencement Date and in the event Tenant shall be responsible for its construction of the Premises pursuant to Section 3.03 hereinabove, at the time Tenant shall begin its Tenant's Work, keep in full force and effect, at its sole cost and expense, the following types and amounts of insurance:

a. Comprehensive public liability and property damage insurance and product liability insurance insuring against claims for personal injury, sickness, disease or death and property damage, in or about the Premises, including independent contractor coverage, with limits of public liability not less than Two Million (\$2,000,000.00) Dollars per occurrence and limits of property damage liability of not less than One Million (\$1,000,000.00) Dollars.

b. Fire and extended coverage insurance covering Tenant's merchandise, personal property, fixtures, improvements, wall coverings, floor coverings, window coverings, alterations, furniture, equipment and plate glass, against loss or damage by fire, windstorm, hail, explosion, riot, damage from aircraft and vehicles, smoke damage and vandalism and malicious mischief and such other risks as are from time to time covered under "extended coverage" endorsements and special extended coverage endorsements commonly known as "all risks" endorsements in an amount equal to the greater of the full replacement value or that required by Landlord's mortgagee from time to time, and including builder's risk coverage during the pendency of Tenant's Work prior to the Commencement Date.

c. If during the Term of this Lease, Tenant shall receive Landlord's prior written consent to operate on the Premises a boiler or other pressure devices, Tenant shall, as a precondition to installing the same, place and maintain boiler insurance with limits of liability in an amount not less than One Hundred Fifty Thousand (\$150,000.00) Dollars per occurrence, and providing coverage for the full replacement value thereof.

d. If the Tenant's use of the Premises requires that any or all of its employees be provided coverage under State Workers' Compensation Insurance or similar statutes, Tenant shall keep in force Workers' Compensation Insurance or similar statutory coverage containing statutorily prescribed limits.

It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Tenant for its acts or omissions as provided in this Lease. All of the foregoing insurance policies (with the exception for Workers' Compensation Insurance to the extent not available under statutory law) shall name Landlord and such other interested parties as Landlord shall from time to time designate as insured as their respective interests may appear, and shall provide that any loss shall be payable to Landlord and any other interested parties as Landlord shall designate. Tenant may provide the foregoing insurance under a blanket policy, provided that such blanket policy shall have an endorsement thereto to reflect the required protective coverage for Landlord and its designees. All insurance required hereunder shall be placed with companies licensed to do business in the State wherein the Building is located and which companies are rated A:XII or better in "Best's Key Rating Guide." All such policies shall be written as primary policies, non-contributing with and in excess of coverage which Landlord may carry. Tenant shall deliver copies of such policies and all endorsements thereto, certified as true and complete by the issuer thereof, prior to the earlier of beginning its Tenant Work or the Commencement Date, together with evidence from the insurer that such policies are fully paid for, and that no cancellation, material change, non-renewal or lapse in coverage thereof shall be effective except upon thirty (30) days prior written notice from the insurer to Landlord and its designees. If Tenant shall fail to procure and/or maintain said Insurance, Landlord may, but shall not be obligated to do so, and without waiving any other rights under this Lease, procure and maintain any one or more portions of Tenant's required insurance policies, at the expenses of Tenant; and Tenant shall reimburse Landlord therefore within ten (10) days of invoice.

Section 6.02 Landlord's Insurance. Landlord shall maintain or cause the Ground Lessor to maintain the following types and amounts of insurance during the Term of this Lease:

a. Comprehensive public liability and property damage insurance and products liability insurance insuring against claims for personal injury, sickness, disease or death and property damage, in or about the Building, including independent contractor coverage, with a combined single limitation of coverage in an amount not less than One Million (\$1,000,000.00) Dollars, or with limits of public liability not less than Two Million (\$2,000,000.00) Dollars per occurrence and limits of property damage liability of not less than One Million (\$1,000,000.00) Dollars.

b. Fire and extended coverage insurance covering the Building (including without limitation, the Common Areas of the Building), against loss or damage by fire, windstorm, hail, explosion, riot, damage from aircraft and vehicles, smoke damage and vandalism and malicious mischief and such other risks as are from time to time covered under "extended coverage" endorsements and special extended coverage endorsements commonly known as "all risks" endorsements in an amount equal to the greater of the full replacement value or that required by Landlord's mortgagee from time to time, and including builder's risk coverage during the pendency of Tenant's Work prior to the Rent Commencement Date.

c. Boiler and machinery insurance with limits of liability in an amount not less than One Hundred Fifty Thousand (\$150,000.00) Dollars per occurrence, providing for full replacement value thereof, with respect to boilers and other pressure devices utilized to operate Common Areas or utilities provided in common to one or more tenant.

Landlord shall have the right and option, but shall not be obligated, to change, add, cancel, decrease or increase the foregoing insurance as Landlord's mortgagee shall deem necessary or desirable; and/or to obtain the foregoing forms of insurance directly and through umbrella policies or policies covering both the Building and other assets owned by Landlord.

Section 6.03 Waiver of Subrogation. Landlord and Tenant hereby release each other and their respective agents and employees from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by or resulting from risks insured against under Sections 6.01 and 6.02 hereinabove, pursuant to insurance policies carried by the parties hereto and in force at the time of any such loss or damage; provided, however, that this release shall be applicable and in force and effect only to the extent of insurance proceeds actually received by the releasor from the pertinent insurance carrier, and only with respect to loss or damage occurring during such time as the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agree that each will request its insurance carriers to include in its policies such a clause or endorsement, and will include such a clause only so long as it is includable without additional cost, or if additional cost is chargeable therefor, only so long as the other party pays such additional cost. Each party shall notify the other party of such cost, and the other party may pay such cost but shall not be obligated to do so.

Section 6.04 Hold Harmless and Indemnification. Tenant shall defend, indemnify and save Landlord harmless from legal action, damages, loss, liability and any other expense (including reasonable attorney fees) in connection with loss of life, bodily or personal injury or property damage arising from or out of all acts, failures, omissions or negligence of Tenant, its agents, employees or contractors which occur in the Premises, unless such legal action, damages, loss liability or other expense (including reasonable attorney fees) results from any sole act, omission or neglect of Landlord, its respective agents, contractors, employees or persons claiming through it. Landlord shall defend, indemnify and save Tenant harmless from legal action, damages, loss, liability and any other expense (including reasonable attorney fees) in connection with loss of life, bodily or personal injury or property damage arising from or out of all acts, failures, omissions or negligence of Landlord, its agents, employees or contractors which occur in the Common Areas, unless such legal action, damages, loss liability or other expense (including reasonable attorney fees) results from any sole act, omission or neglect of Tenant, its respective agents, contractors, employees or persons claiming through it. Tenant acknowledges that Landlord shall have no liability for any damage to or destruction of any items warehoused

at the Premises, and Tenant hereby indemnifies and holds Landlord harmless from and against any liability, damage, cost or expense, including reasonable attorneys' fees, which Landlord may suffer or incur as a consequence of any such damage or destruction unless caused by Landlord's negligence or intentional wrongful act.

ARTICLE VII

DESTRUCTION OF PREMISES

Section 7.01 Reconstruction. Except as provided in Sections 7.02 and 7.04 herein below, if the Premises shall be damaged or destroyed in whole or in part by fire or other casualty or occurrence and Landlord shall have in force insurance with respect to such damage or destruction, then this Lease shall remain in full force and effect and Landlord shall repair the Premises, at its expense, provided that Landlord shall not be required to expend for such repair an amount in excess of the insurance proceeds recovered by Landlord or assigned to Landlord, net of any costs incurred by Landlord to so recover such insurance proceeds. The obligations of Landlord hereunder shall not include the repair or replacement of Tenant's inventory, trade fixtures, furnishings and personal property.

Section 7.02 Landlord's Election to Terminate. In the event there shall occur (a) damage or destruction to the Premises or Building in whole or in part which Landlord reasonably estimates will cost in excess of Fifty Thousand (\$50,000.00) Dollars to repair and Landlord shall not have, by assignment or otherwise, insurance proceeds to compensate therefor, (b) damage or destruction to the Premises which constitutes twenty-five (25%) percent or more of the full replacement cost of the Premises, (c) damage or destruction to the Building which constitutes twenty-five (25%) percent or more of the full replacement cost of the Building, or (d) damage or destruction to the Premises shall occur during the last six (6) months of this Lease or any extension thereof; then Landlord shall have the option to either repair and restore the Premises and/or Building, as the case may be, in accordance with Section 7.01 hereinabove or to terminate this Lease effective upon Landlord giving notice of such election in writing to Tenant or such later date specified in such notice, which notice shall be delivered within sixty (60) days after such damage. All rent payable hereunder shall be prorated as of the effective date of any such termination.

Section 7.03 Abatement of Rental. If the casualty, repairing or rebuilding of the Premises pursuant to Section 7.01 hereinabove shall render the Premises untenable, in whole or in part, then, except as provided in Section 7.04 herein below, and except in the event the casualty damage or destruction shall have been caused, whether all or in part, through the acts or omissions of Tenant or its subtenants, concessionaires, licensees, invitees, agents, contractors, servants or employees, a proportionate abatement of the Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes the repairs or rebuilding or, in the event Landlord elects to terminate this Lease, until the effective date of termination. Landlord shall be deemed to have completed the repairs at such time as Landlord shall have substantially completed its construction upon the terms and standards delineated in Section 3.02 hereinabove. The abatement of rent, if any shall be computed on the basis of the ratio which the floor area of the Premises rendered untenable bears to the entire floor area thereof.

Section 7.04 Tenant's Obligations Upon Destruction of Premises. Tenant shall give immediate notice to Landlord in case of fire or accident in the Premises or the Building. If Landlord is required or elects to repair or rebuild the Premises as provided in Sections 7.01 and 7.02 hereinabove, Tenant shall promptly repair or replace its trade fixtures, furnishings, equipment, personal property and leasehold improvements in a manner and to a condition equal to that existing prior to the damage or destruction. Further, in the event Tenant shall fail to adjust its own insurance or to remove its damaged goods, equipment or property forthwith after such casualty and, as a result thereof, the repairing or restoration of the Premises is delayed, there shall be no abatement of rental during the period of such resulting delay.

Section 7.05 Tenant's Election to Terminate. Within sixty (60) days of the fire or other casualty, Landlord shall notify Tenant ("Casualty Notice") as to the estimated completion date (the "Completion Date") for the demolition, permitting, repair, remodeling and restoration work (the "Restoration Work"). Tenant may elect to terminate this Lease by providing written notice to Landlord (a) within ten (10) days after Tenant's receipt of the Casualty Notice if Landlord's estimated Completion Date is more than one hundred eighty (180) days after the date of the casualty, or (b) within ten (10) days following the Completion Date if the Restoration Work is not actually completed by the Completion Date, subject to force majeure.

ARTICLE VIII

EMINENT DOMAIN

Section 8.01 Total Condemnation of Premises. In the event that the whole of the Premises shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, then the Term of this Lease shall cease and terminate as of the later of (a) the date of title vesting in such public authorities, or (b) the date such public authority shall obtain a writ of restitution against Tenant, and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired Term of this Lease. Whenever there is a reference in this Lease to a taking by public authority, such reference shall be deemed in each case to include a purchase and sale in lieu of such a taking.

Section 8.02 Partial Condemnation of Premises. In the event that more than twenty-five (25%) percent of the floor area of the Premises or more than fifty (50%) percent of the Common Areas located on the Real Property shall be taken as hereinabove described, then either party shall have the option of terminating this Lease by notifying the other in writing on or before the date of such taking, and upon such notice being given, the condemnation shall be treated as a total condemnation pursuant to Section 8.01 hereinabove. In the event that more than twenty-five (25%) percent of the total square footage of the Building leased to other tenants of the Building shall be taken as hereinabove described, or any event shall have occurred which, pursuant to Section 20 of the Ground Lease, permits Landlord to terminate the Ground Lease, then Landlord shall have the option of terminating this Lease by notifying Tenant in writing of its election so to do on or before the date of such taking and upon such notice being given, the condemnation shall be treated as a total condemnation pursuant to Section 8.01 hereinabove. In the event that only a portion of the floor area of the Premises shall be taken as hereinabove described and this Lease is not or cannot be terminated pursuant to the provisions of this Section 8.02, then Landlord shall, at its sole cost and expense, restore the remaining portion of the Premises to the extent necessary to render it suitable for the purposes for which it was leased, provided that such work shall not exceed the scope of the work required to be done by Landlord as originally required pursuant to Section 3.02 hereinabove. If this Lease shall not be terminated as herein provided, this Lease shall continue for the balance of the Term as to the part of the Premises remaining, without any reduction or abatement of or effect upon the term hereof or the liability of Tenant to pay in full any amount under this Lease, except that the fixed Minimum Rent to be paid by Tenant after such taking for the Premises shall be reduced pro-rata in the proportion which the floor area of the Premises remaining after any restoration and repair bears to the entire floor area of the Premises immediately prior to such taking.

Section 8.03 Distribution of Award. All compensation awarded or paid upon a total or partial taking of the Premises shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any award made to Tenant for depreciation to, and cost of removal of, merchandise and trade fixtures, to the extent such fixtures were installed by Tenant, and/or relocation expenses.

ARTICLE IX

EXCULPATION OF LANDLORD AND MORTGAGE PROTECTION

Section 9.01 Exculpation of Landlord. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Building and out of the rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Building. Tenant, its successors and assigns hereby waive all rights to proceed (a) against any of the partners except to the extent of their interest in the partnership, or (b) against the officers, shareholders, or directors of any corporate partner in said partnership. The term "Landlord" as used in this section, shall mean only the owner or owners at the time in question of the fee title or the ground lessee under a ground lease of the Building, and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any security deposit in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid be binding on Landlord and on Landlord's successors and assigns, only during their respective periods of ownership.

ARTICLE X

CONDITIONS

Section 10.01 Due Diligence Period. The parties acknowledge that Tenant intends to use the Premises as a restaurant. Tenant may terminate this Lease as provided below unless all the following conditions are met to Tenant's satisfaction or waived by Tenant within the Due Diligence Period:

a. that water and sanitary and storm sewer services presently are, or at the date desired by Tenant will be, available to serve the Premises, and that each can be used by Tenant at the customary rates charged by the governmental agency or utility concerned, and that all such utilities are sufficient to service Tenant's intended use of the Premises;

b. that gas, electric, cable and telephone services can be made available to serve the Premises upon the filing of the appropriate application, that each can be used by Tenant at the customary rates charged by the utility concerned, and that the utilities to be provided will be sufficient to serve Tenant's intended use of the Premises;

c. that Tenant can obtain all building permits, approvals, certificates and other authorizations from and agreements with such municipal and other public agencies and authorities and such other parties as may, in Tenant's sole judgment, be necessary or appropriate for Tenant's intended use of the Premises;

d. that there are no donations or payments for schools, parks, or any other public entity facilities which are required by an owner of the Premises;

e. that the Premises is properly zoned for Tenant's intended use of it;

f. that all licenses, permits and approvals from governmental authorities having jurisdiction over Tenant to operate a restaurant are available;

g. that all internal management approvals are received;

h. that the Premises is financially viable and otherwise suitable for Tenant's use;

i. that, based on such soil or other investigations, surveys, environmental audits, examinations or tests as Tenant may desire, Tenant is satisfied with the condition of the Premises, and its ability to use the Premises for Tenant's intended use, as determined in its sole discretion;

j. that Tenant can obtain a liquor license for the Premises;

k. that Landlord has delivered to Tenant a Subordination and Non-Disturbance Agreement, as set forth in Section 15.03 below, which has been signed by Landlord, Ground Lessor and Ground Lessor's lender; and

l. that Landlord has delivered to Tenant a signed consent from Ground Lessor for this Lease upon terms that are reasonably acceptable to Tenant.

Section 10.02 Access & Inspection. Landlord grants to Tenant, its agents and contractors, the right to enter upon the Premises to perform such tests and surveys that Tenant deems necessary to satisfy any of the conditions to this Lease. Such inspections shall be conducted in a reasonable and workmanlike manner and shall in no event interfere with the current operation of the Premises or the Building. The inspection shall be conducted at the sole cost, expense and liability of Tenant, and any damage to the Premises shall be promptly repaired by Tenant at Tenant's sole cost. Tenant's obligations under the preceding sentence shall survive the termination of the Lease. Within five (5) days after the Effective Date of the Lease, Landlord will deliver to Tenant for its review copies of all plans and specifications, title policies, surveys, as-built drawings, easement agreements, restrictive covenants and use restrictions, soil tests, asbestos reports, assessments, engineering and environmental studies, and any other tests or studies with respect to the Building or Premises, which Landlord has in its possession. All information will be treated by Tenant on a confidential basis.

Section 10.03 Termination Right. If Tenant is not satisfied, in its sole discretion, with the results of its due diligence, then Tenant will have the option to terminate the Lease by written notice to Landlord prior to the expiration of the Due Diligence Period. Unless Tenant so terminates this Lease pursuant to the preceding sentence prior to the end of the Due Diligence Period, all conditions set forth in this Article X shall be deemed satisfied or waived by Tenant, and Tenant shall thereafter have no right to terminate this Lease under this Article X.

ARTICLE XI

DEFAULT OF TENANT

Section 11.01 Default. The occurrence of any of the following shall constitute an event of default by Tenant hereunder:

a. Delinquency in the payment of rent or any other amount payable by Tenant under this Lease, or any part thereof, for a period of three (3) days after written notice thereof by Landlord.

b. Delinquency by Tenant in the performance or compliance with any of the terms, covenants or agreements to be performed under this Lease, other than those described in the foregoing Section 11.01(a), and failure to rectify or remove said default(s) within thirty (30) days after written notice thereof by Landlord or such longer reasonable period (not to exceed forty-five (45) days) if the remedy is of a nature that cannot be cured within such thirty (30) day period and Tenant is diligently proceeding with efforts to cure.

c. Filing by Tenant or any guarantor of Tenant's obligations hereunder (hereinafter called "guarantor") in any court pursuant to any federal or state statute or a petition in bankruptcy or insolvency, or for reorganization or rearrangement, or for the appointment of a receiver or trustee of all or a portion of Tenant's or any guarantor's property, or any assignment of the property of Tenant or any guarantor for the benefit of creditors.

d. Filing against Tenant or any guarantor in any court pursuant to any federal or state statute of a petition in bankruptcy or insolvency, or for reorganization or rearrangement, or for the appointment of a receiver or trustee of all or a portion of Tenant's or any guarantor's property, unless such proceeding against Tenant shall have been dismissed within sixty (60) days after commencement.

Section 11.02 Right To Re-Enter. Upon an event of default, Landlord shall have the immediate right to re-enter and may remove all persons and property within the Premises. Such property may be removed and discarded by Landlord at the cost of Tenant. All of the rights and remedies of Landlord under this Lease are cumulative and shall be in addition to any other rights or remedies accorded Landlord by law. Notwithstanding the foregoing, Landlord shall have an affirmative duty to mitigate its damages in the event of a default by Tenant.

Section 11.03 Right To Relet. Should Landlord elect to re-enter, or take possession by summary proceedings or other appropriate legal action or proceedings, or pursuant to notice provided for by law, it may either terminate this Lease or from time to time, without terminating this Lease, make such alterations and repairs necessary to relet, and relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, all rentals and other sums received by Landlord shall be applied (a) to the payment of any indebtedness other than rent due; (b) to the payment of any costs and expenses of reletting, including brokerage and attorneys' fees, and costs of alteration and repairs; (c) to the payment of rent and other charges due and unpaid hereunder; and (d) the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable. If such rentals and other sums received from reletting are less than that to be paid by Tenant, Tenant shall immediately pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises or acceptance of the keys to said premises by Landlord shall be construed as an election to terminate this Lease unless written notice of such intention be given to Tenant or unless the termination be decreed by a court of competent jurisdiction. Notwithstanding reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any previous breach. Should this Lease, at any time, be terminated under the terms and conditions hereof, or in any other way, Tenant shall immediately surrender and deliver the Premises and property peaceably to Landlord, and Landlord shall be entitled to recover from Tenant any obligation which has accrued prior to the date of termination.

Section 11.04 Curing of Tenant's Default. If Tenant shall be in default in the performance of any of the terms or provisions of this Lease and Landlord gives notice in writing to Tenant of such default specifying the nature thereof, and Tenant fails to cure the default within the time provided or immediately if an emergency exists, then Landlord may, in addition to its other remedies, cure such default at the cost and expense of Tenant and the sums so expended by Landlord shall be deemed to be Additional Rent and shall be paid by Tenant on the day when Minimum Rent shall next become due.

Section 11.05 Curing of Landlord's Default. If Landlord shall from time to time fail to pay any sum or sums due to Tenant, and if such failure continues for thirty (30) days after receipt of notice from Tenant, Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such sum or sums from Minimum Rent and other sums due Landlord. If Landlord shall from time to time fail to perform any act of acts required of Landlord by this Lease, and if such failure continues for thirty (30) days after receipt of notice from Tenant, Tenant shall then have the right, at Tenant's option, to perform such act or acts, in such manner as Tenant deems reasonably necessary, and the full amount of the cost and expense so incurred shall immediately be owing by Landlord to Tenant, and Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such amount from Minimum Rent and other sums due Landlord. If Landlord shall in good faith within said thirty (30) days commence to correct such breach, and diligently proceed therewith to completion, then Landlord shall not be considered in default. The foregoing remedies of Tenant shall be deemed cumulative and shall be in addition to all other remedies which may now or hereafter be provided Tenant at law, equity or otherwise under this Lease.

Section 11.06 Legal Expenses. In the event of legal action between Landlord and Tenant on account of any alleged default of either hereunder, the prevailing party in such action shall be entitled to be reimbursed by the other party in the amount of all reasonable attorneys' fees and other costs incurred by the prevailing party in connection with such action.

ARTICLE XII

ACCESS BY OWNER

Section 12.01 Right of Entry. Landlord shall have the right to install, maintain, use, repair and replace pipes, ducts, wires and conduits leading through the Premises in locations which will not materially interfere with Tenant's use of Premises and serving other parts of the Building. Landlord or its agents shall have the right to enter the Premises upon at least 24 hours advance written notice (except in the event of an emergency in which no notice shall be required) at reasonable times to examine it, show it to prospective lenders, purchasers or lessees, or to make repairs, alterations, improvements, or additions as Landlord may deem necessary or desirable, provided; however, in all cases, Landlord shall not disrupt Tenant's use of the Premises.

ARTICLE XIII

SURRENDER OF PREMISES, HOLDING OVER

Section 13.01 Surrender of Premises. On or before the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises, (a) broom clean, with all of Tenant's alterations, additions, improvements and fixtures which Tenant is required to leave upon the Premises at the expiration of the Lease pursuant to Section 5.07 hereinabove in good order and condition (excepting reasonable wear and tear occurring after the last necessary maintenance of Tenant and/or destruction to the Premises described in Article VII hereof); (b) free of all alterations, additions, improvements or fixtures that Tenant has the right to remove or is obligated to remove pursuant to Section 5.07 hereinabove, which Tenant shall remove on or before the expiration or earlier termination of this Lease; and (c) Tenant shall repair any damage to the Premises caused by Tenant's removal of its alterations, additions and improvements. All such property which is not so removed within such period shall be deemed to have been abandoned by Tenant, may be retained by Landlord as its property or removed and disposed of in such manner as Landlord may see fit, and Tenant shall be liable to Landlord for any and all costs and expenses incurred in connection with any such removal and disposal, including court costs, attorneys' fees and storage charges for such property.

Section 13.02 Holding Over. Any holding over after the expiration of the Term of this Lease with the consent of Landlord, shall be construed to be a tenancy from month-to-month at 1.25 times the Minimum Rent herein reserved (including Additional Rent monthly averaged in the most recently preceding twelve (12) month period) and on the terms and conditions herein set forth.

ARTICLE XIV

ASSIGNMENT AND SUBLETTING

Section 14.01 Consent Required. Tenant shall not sublet the Premises, or any portion thereof, or assign or mortgage the Lease, without obtaining Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that no assignment or sublease shall relieve Tenant of its liability under the Lease.

Section 14.02 Exclusions. Notwithstanding anything to the contrary contained herein, Tenant shall have the right, without Landlord's consent, to transfer or assign the Lease or to sublet the Premises or any portion thereof to (i) any wholly owned subsidiary corporation of Tenant, or (ii) any person or entity succeeding to substantially all of the assets of Tenant as the result of a consolidation, merger, or purchase of substantially all of the operating assets of Tenant. In addition, the following shall not constitute a transfer or assignment for

purposes of the Lease: (i) the transfer of stock among the current stockholders of Tenant; (ii) the transfer of stock among the current stockholders of Tenant and their immediate families (i.e., spouse, parent, brother, sister, children, grandchildren); (iii) a transfer of stock by will, devise, trust or gift, or (iv) a transfer of stock in connection with a public offering registered with the Securities and Exchange Commission, provided management remains substantially the same.

ARTICLE XV

OFFSET, ATTORNMENT AND SUBORDINATION

Section 15.01 Offset Statement. Within twenty (20) days after request by Landlord at any time or times, Tenant shall execute in recordable form and deliver to Landlord a statement, in writing, certifying (a) that this Lease is in full force and effect, (b) the date of Commencement Date of this Lease, (c) that rent is paid currently without any offset or defense thereto, (d) the amount of rent, if any, paid in advance, and (e) that there are no uncured defaults by Landlord or stating those defaults claimed by Tenant with specificity.

Section 15.02 Attornment. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event any proceedings are brought for the foreclosure of such interest or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, or for the eviction of Landlord under any underlying lease by Landlord, attorn to the purchaser-transferee and recognize such purchaser-transferee or lessor as the Landlord under this Lease, provided Tenant's quiet enjoyment of the Premises is not affected. Such attornment shall be self-operative upon demand without the execution or delivery of any further instrument by Tenant; however, no such attornment (except in the event of the sale for value of the Premises by Landlord) shall cause such subsequent Landlord to be liable for any act or omission of Landlord or subject it to any offsets or defenses against Landlord or bind it for any rent which Tenant may have paid in advance to Landlord.

Section 15.03 Subordination. Tenant hereby agrees that this Lease is and shall be subject and subordinate at all times to the Ground Lease and any present and future ground or underlying leases, leasehold mortgages, mortgages and building loan mortgages affecting Landlord's interest in the Premises, Building, Real Property and Retail Development of which the Premises are a part or upon any buildings or other improvements hereafter placed upon the land of which the Premises form a part. Notwithstanding anything to the contrary contained in this Lease, as long as Tenant is not in default under the terms of this Lease, Tenant shall have the right to remain in possession of the Premises and to conduct its business pursuant to the terms of this Lease and to otherwise be undisturbed by any mortgagee, ground lessor, sublessee or any other person or entity claiming rights under any mortgage, ground lease or other agreement that now or hereafter encumbers the Premises. On or before the expiration of the Due Diligence Period, Landlord shall use commercially reasonable efforts to provide to Tenant a fully executed subordination and non-disturbance agreement in the form attached to the Ground Lease as Exhibit D-1, which has been signed by Ground Lessor, Ground Lessor's lender, Landlord and Tenant.

Section 15.04 Acknowledgments by Tenant. Tenant hereby covenants and agrees to execute and deliver upon demand such documents and instruments as may be required to carry out the intentions of this Article XV within ten (10) days after requested by Landlord.

ARTICLE XVI

QUIET ENJOYMENT

Section 16.01 Warranty of Quiet Enjoyment. Landlord hereby covenants and agrees that Tenant, upon payment of Rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this Lease on Tenant's part to be kept and performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without hindrance or molestation of, or by, Landlord or any person claiming under Landlord.

ARTICLE XVII

MISCELLANEOUS

Section 17.01 Liens. In the event mechanic's lien(s) or other lien shall be filed against the Premises or Tenant's interest as a result of the work undertaken by Tenant or any other act or omission of Tenant, Tenant shall, within twenty (20) days after receipt of notice, discharge such lien(s) by payment of the indebtedness or by filing a bond (as provided by statute) as security therefor. In the event Tenant shall fail to discharge such lien, Landlord shall have the right (but is not obligated) to discharge by filing such bond, and Tenant shall pay the cost of the bond to Landlord as Additional Rent upon the first day that rent shall be next due thereunder, or if no rent is due, then within five (5) days following Landlord's request therefor.

Section 17.02 Late Charges and Interest on Late Payments. Tenant acknowledges that late payment by Tenant to Landlord of the Minimum Rent and other amounts due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges and late charges and additional interest imposed on Landlord by the terms of any mortgage note or other necessary financing. Therefore, if any amount due from Tenant is not received by Landlord when due, Tenant shall pay to Landlord an additional sum equal to five (5%) percent of such overdue amount as a late charge. Payment of any such late charge shall not excuse or cure any default nor prevent Landlord from exercising any of its other available rights and remedies.

Section 17.03 Recording. This Lease shall not be filed for public record. However, upon either party's request, Landlord and Tenant shall execute and acknowledge a memorandum or short form lease in recordable form which may be filed for record by either party at any time after the execution of this Lease, setting forth the parties, a description of the Premises, the Term, options to extend the Term and any other provisions mutually agreed upon.

Section 17.04 Garbage Containers. Tenant agrees to supply, pay for and maintain its own garbage container(s), with a minimum pickup schedule to maintain a clean and orderly area.

Section 17.05 Taxes on Leasehold. Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes, assessments, or other charges levied, assessed or charged during the Term of this Lease against any leasehold interest or improvement or personal property of any kind affecting the Premises.

Section 17.06 Waiver. No default in the payment of rent or any other amount set forth herein, nor the failure of Landlord or Tenant to enforce the provisions of this Lease upon any default by Tenant or Landlord shall be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's or Tenant's rights to enforce the provisions hereof. No express waiver by Landlord or Tenant of any provision, condition, or term shall affect any other than the provision, condition or term specified, and then only as specifically stated, and shall not be deemed to imply or constitute a subsequent waiver of such provisions, condition or term. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord or Tenant unless in writing by Landlord or Tenant. It is expressly agreed that time shall be of the essence of this Agreement.

Section 17.07 Real Estate Brokers. Landlord and Tenant covenant, warrant and represent to each other that neither party has engaged a broker in connection with this Lease and that no conversation or prior negotiations were had with any broker concerning the renting of the Premises to Tenant, except for Howard Schwartz Commercial Real Estate, which shall be paid a commission by Landlord under a separate agreement. Landlord and Tenant shall protect, indemnify, save and hold harmless the other against and from all liabilities, claims, losses, costs, damages and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

Section 17.08 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan. The unenforceability, invalidity or illegality of any term or provision of this Lease shall not render any other term or provision unenforceable, invalid or illegal. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Lease shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this Lease may be modified by a court of competent jurisdiction such that it may be enforced, then said provision shall be so modified and as modified shall be fully enforced.

Section 17.09 Notices. All notices, demands or requests from one party to another may be (a) personally delivered, (b) sent by mail, certified or registered, postage prepaid, or (c) by overnight courier providing a written receipt to the addresses stated in this section, and shall be deemed to have been given at the time of delivery if personally delivered, two business days after mailing if mailed, or the next business day if sent by overnight courier.

- a. All notices, demands or requests to Landlord shall be given to Landlord at:

Arrowhead Shopping Center Limited Partnership
c/o Cardinal Capital Partners, Inc.
8214 Westchester Drive, 9th Floor
Dallas, Texas 75225

With a copy to:

Goldfarb & Fleece
Attn: Kamran Moattar, Esq.
345 Park Avenue
New York, New York 10154

- b. All notices, demands or requests to Tenant shall be given to Tenant at:

Blue Ribbon Restaurants Rochester, LLC
Attn: Elliot Baum
8451 Boulder Court, Suite 50
Walled Lake, Michigan 48390

With a copy to:

Seyburn, Kahn, Ginn, Bess and Serlin, P.C.
Attn: Joseph W. Lash, Esq.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

c. Any party shall have the right, from time to time, to designate a different address by notice given in conformity with this paragraph.

Section 17.10 Execution of Lease. If either party hereto is a partnership, limited partnership, corporation or other joint venture or association, the individual(s) executing this Lease on behalf of such entity warrants and represents that such entity is validly organized and existing and authorized to do business under the laws of the State of Michigan that the form of entity is as set forth in the introductory paragraph of this Lease and the acknowledgments at the end of this Lease, that the entity has full power and lawful authority to enter into this Lease in the manner and form herein set forth, and that the execution of this Lease by such individual(s) is proper and sufficient to legally bind such entity in accordance with the terms and conditions hereof. If Tenant consists of more than one person or entity, then the obligations imposed on Tenant shall be joint and several.

Section 17.11 Captions and Section Numbers. The table of contents, 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.

Section 17.12 Hazardous Materials. During the Term of the Lease, Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments and all departments thereof applicable to the presence, storage, use, maintenance and removal of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks (collectively, 'hazardous materials') in, on or about the Premises, which presence, storage, use, maintenance or removal is caused or permitted by Tenant, its agents, contractors, employees or persons claiming through or under Tenant. In no event shall the aforesaid be construed to mean that Landlord has given or will give its consent or that Tenant need not obtain Landlord's consent prior to Tenant's storing, using, maintaining or removing hazardous materials in, on or about the Premises. Landlord represents and warrants to Tenant that to Landlord's actual knowledge (without any independent investigation) there are no hazardous materials in, on or about the Premises as of the Effective Date.

Section 17.13 Binding Effect. Unless otherwise provided in this Lease, all of the terms and conditions of this Lease shall be binding upon and ensure to the benefit of the heirs, successors, administrators, legal representatives and assigns, as the case may be, of the parties hereto.

Section 17.14 No Presumption. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

Section 17.15 Counterparts. This Lease may be executed by the parties in counterparts, which when taken together, shall constitute an original agreement.

Section 17.16 Entire Agreement. Except as otherwise stated herein, this Lease contains the entire understanding of the parties hereto with respect to the subject matter contained herein, supersedes all prior and contemporaneous agreements, understandings and negotiations; and no parol evidence of prior or contemporaneous agreements, understanding and negotiations shall govern or be used to construe or modify this Lease. No modification or alteration hereof shall be deemed effective unless in writing and signed by the parties hereto.

Signatures on the following Page

EXHIBIT 2

Ground Lease

NET GROUND LEASE

PROJECT LOCATED AT:

OUTLOT # 5
HAMPTON VILLAGE CENTRE
ROCHESTER AND AUBURN ROADS
ROCHESTER HILLS, (MICHIGAN

LANDLORD:

HAMPTON CROSSING ASSOCIATES, a
Michigan partnership, consisting of
DW Hampton II, L.P., a Michigan
limited partnership, and LS Hampton
Limited Partnership, a Michigan
limited partnership

c/o Dean Witter Realty Inc.
Two World Trade Center
New York, NY 10048

TENANT:

ARROWHEAD SHOPPING CENTER LIMITED
PARTNERSHIP,
a Texas limited partnership
10000 North Central Expressway
Suite 1000
Dallas, TX 75231

CHICKEN BURGER



Choice of Coleslaw, Drunkin' Apples, Wilbur Beans, Famous Fries or Potato Salad. Substitute a Buttery Baked Potato for only 1.69.

Burgers are cooked to Medium-Well.

Chickilled
Sandwich 7.99

Chicken
with Jack Cheese and Strips of Bacon. 8.59

Devil's Spit® Burger 1/2 lb 7.99
Slathered with Devil's Spit® BBQ Sauce and Topped with Pepper-Jack Cheese, Jalapeño Bacon and Hell Fire Pickle Chips.

Classic Combo 7.99
• Chicken and Spareribs Combo (1/4 chicken and 2 ribs)
• Catfish and Spareribs Combo (3 catfish fingers and 2 ribs)
• Chicken and Catfish Combo (1/4 chicken and 3 catfish fingers)

LUNCH/EARLY-BIRD SPECIALS

Served daily from 11 am to 5 pm.

Salad & Potato
5.49

Soup or Chili and Caesar Salad
Baked Potato and Soup or Chili on Caesar Salad

Stuffed Potato 6.59
Baked Potato Topped with Choice of Texas Spareribs, Georgia Chopped BBQ Chicken.

Chopped Pork
Chopped Pork and Beef Brisket

Chopped Chicken
Chopped Chicken with Choice of Coleslaw, Drunkin' Apples, Wilbur Beans, Famous Fries or Potato Salad.

To make the best barbecue, Dave spent more than 25 years searching all over the country for the best barbecue and a variety of smoked meats available from every barbecue pit. It's time to taste the most famous barbecue in America. It's time to taste the most "beloved" barbecue in America.

Let Wilbur Meas

For kids 10 and under, and anyone named "Lil' Wilbur." Includes Fries, Oreo® Cookies and Fountain Beverage or Milk.

Country Roasted or BBQ Chicken (1/4) 3.99

Rib Dinner 3.99

Chicken Tenders 3.99

Ice Cream Sundae 1.29

Kids' Burger or Cheeseburger 3.99

Georgia Chopped Pork Sandwich 3.99

Root Beer Float 1.29

SIDEDISHES

Side dishes so good, they'll make anyone want to eat their vegetables...even the kids!

Corn Bread Muffin .79

Potato Salad 1.79

Creamy Coleslaw 1.79

Corn-on-the-Cob 1.79

Famous Fries 1.79

Drunkin' Apples 1.79

Baked Potato 2.69

Wilbur Beans 1.79

Pints 3.49 and Quarts 6.99 Available TO GO

Family TO GO Portions	
BBQ Rib Tips	7.99/lb.
BBQ Spareribs	17.99/full slab
Georgia Chopped Pork	9.99/lb.
Texas Beef Brisket	13.99/lb.
BBQ or Buffalo Chicken Wings	7.49/doz.
Country Roasted or BBQ Chicken	10.99/whole
Corn Bread Muffins	3.99/1/2 doz. 6.99/doz.

DESSERTS

"Seize the moment, Diet tomorrow."

Famous Bread Pudding

One of our sweet signature desserts. Too good to miss! 5.49

Hot Fudge Kahlua® Brownie

The best brownie you can ever imagine. 5.49

Better Than Mom's Pecan Pie

A sweet pie, though not as sweet as mom. 4.99

Our Famous Sundae

Topped with Hot Fudge or Pecan Praline Sauce. 3.99



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Famous Dave's

Legendary Pit Bar-B-Que



Roseville, MI
20300 E. 13 Mile Road
586-293-2900

Westland, MI
36601 Warren Road
734-595-1000

Taylor, MI
23811 Eureka Road
734-374-2700

North Olmsted, OH
26410 Great Northern Shopping Center
440-777-0200

www.famousdaves.com

REAL HONEST BARBECUE

Appetizers

Dave's Sampler Platter 12.99

Barbecue Ribs, Chicken Wings, Chicken Tenders, Catfish Fingers, and Onion Strings.

Sweetwater Catfish Fingers 7.49

Rib Tips with Fries 6.59

Chicken Tenders 7.29

Smoked Salmon Spread with Firegrilled Flatbread 5.99

Buffalo or BBQ* Chicken Wings	
12pc	7.59
24pc	13.99
60pc	29.99
*(Choice of Hot or Mild)	

Homemade Garden Salad & Soup

fresh



Dave's Famous Chili (cup) 2.99 (bowl) 4.99

Chicken Wild Rice Soup (cup) 2.99 (bowl) 4.99

Fresh Garden Salad or Caesar Salad 4.79

Cup of Soup and Garden or Caesar Salad 6.99

Jumbo Caesar Salad 6.99

Served with Dave's Own Dressing. With Grilled Chicken Breast (Chilled & Sliced), 8.99

Crispy Chicken Salad 8.99

Topped with Fried Chicken Tenders, Bacon, Cheddar Cheese, Diced Tomatoes and Tossed with Our Homemade Honey BBQ Dressing.

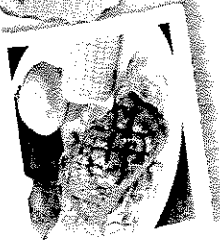
Dave's Sassy BBQ Salad 8.99

Topped with Choice of Georgia Chopped Pork, Texas Beef Brisket or BBQ Chicken

Tossed with Bacon, Cheddar Cheese, Diced Tomatoes and Our Homemade Honey BBQ Dressing.

Smoked Salmon Caesar Salad 8.99

Tender Pieces of Hickory-Smoked Salmon on a Bed of Crisp Romaine Lettuce.



Famous FISH

Served with Corn-on-the-Cob, Corn Bread Muffin and choice of two sides. You can substitute a Buttery Baked Potato for two side dishes for only .99. For one side dish, only 1.69.

Sweet & Sassy Grilled Sweetwater Catfish - Eight

Flavor that's more than skin deep. It took us 10 years, but we've found a unique way to marinate our chicken to get the seasonings and spices embedded throughout the meat. This makes it tender even before it goes into the roaster, adding flavor to every luscious bite.

There's no hurry: that's the rub

Even if you're in a hurry to eat our food, we're never in a rush to make it. Every day at Dave's, we slowly smoke our meats over a smoldering, sweet hickory fire, for up to 9 hours until they're perfectly tender, moist and juicy. And our own secret rub, made of 100% natural, fragrant spices and seasonings, gives every bit of barbecue its tasty, mouth-watering, award-winning flavor.

Flame-kissed, not to be missed.

We've found the most important part of making our BBQ ribs and chicken is in the last minutes: that's when the smoldering meat is flame-kissed on the grill and lightly charred to a subtle crispness. The flames caramelize our Rich & Sassy® BBQ sauce to create the flavor, making these the best-tasting ribs you'll find anywhere.



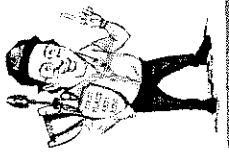
Pictured is the All-American BBQ Feast®

All-American BBQ Feast®. Serves 4-5.

A full slab of Spare Ribs, a whole Chicken, 1/2 pound of either Texas Beef Brisket or Georgia Chopped Pork, Coleslaw, Famous Fries, Wilbur Beans, four Corn-on-the-Cob and four Corn Bread Muffins. 52.99

Feast For Two - Serves 2-3.

A half portion of the All-American BBQ Feast. 29.99



Winner of over 150 Awards!

Including:

"Best Ribs in America" Great American Rib Cook-off

"Best BBQ Sauce" American Royal Barbecue Contest

"Best BBQ" Local & National Competitions From Coast to Coast

CLASSICS & COMBOS

Add an extra meat to any Classic or Combo for only 2.99

Two Meat Combo - Your choice of any two of the tender, tasty meats, including beef brisket, chopped pork, BBQ or roasted chicken, rib tips, hot link or wings. 12.99

Texas Beef Brisket - Flavorful tender brisket, hickory-smoked and hand-trimmed. 10.59

Georgia Chopped Pork - Deeply seasoned with our rub and BBQ sauce. 9.99

Barbecue Chicken - Flavor permeates the meat, then it's flame-kissed & crisped. 9.99

Country Roasted Chicken - Hit with a blast of lemon-pepper marinade, char-grilled. 9.99.

Legendary Pit Smoked St. Louis Style Spare Ribs Slathered with our own Rich & Sassy® BBQ Sauce

If you prefer your ribs with nothin' on them, please request them "naked" (though you can keep your clothes on when ordering them).

Ala Carte Platte:

XXL Ribs, "The Big Slab" - 12 bone 17.99 19.99

LG Ribs, Half Slab - 6 bone 12.99 14.99

Regular Ribs, 1/3 Slab - 4 bone 8.99 10.99

Platters include Corn Bread Muffin, Corn-on-the-Cob, and Choice of Coleslaw, Drunkin' Apples, Wilbur Beans, Famous Fries, or Potato Salad. You can substitute a Buttery Baked Potato for two side dishes for only .99. For one side dish, only 1.69.

REAL ONE SANDWICHES



Georgia Chopped Pork
The real "hang." Hickory-smoked and slathered in Rich & Sassy® BBQ sauce.

Texas Beef Brisket
Flavorful tender brisket hand-trimmed for perfect cut. 7.99.

Texas Manhandle
Texas beef brisket and hot link sausage sliced and piled high, topped with hell fire pickle chips.

Sandwiches include your choice of Coleslaw, Drunkin' Apples, Wilbur Beans, Famous Fries or Potato Salad.

Substitute a Buttery Baked Potato for 1.69.

Served Memphis-Style - topped with Creamy Coleslaw .59 extra.

BBQ Chicken -