

EXCERPT

Lease

Between

Frank Aragona Trust u/a/d 12/13/79
and
Tienken Partners, LLC

("Landlord")

And

Carrabba's/Birchwood, Limited Partnership

("Tenant")



LEASE

THIS LEASE is entered into by and between Frank Aragona Trust u/a/d 12/13/79 ("Aragona Trust") and Tienken Partners, LLC ("Tienken"), a Michigan limited liability company jointly and severally, (collectively, "Landlord") and Carrabba's/Birchwood, Limited Partnership, a Florida limited partnership, ("Tenant") and is effective on the date executed (including the initialing of all changes made after the first party's execution) by the last of Landlord and Tenant (the "Effective Date").

ARTICLE I - GRANT AND TERM

1.1 **GRANT.** In consideration of the rents, covenants, and agreements herein set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord that certain premises containing approximately 6,000 square feet, located in the City Walk shopping center, Rochester Hills, MI (a legal description of which shopping center is attached hereto as Exhibit "A-1") ("Shopping Center"), as further designated on the Shopping Center site plan attached hereto as Exhibit "A" (the "Site Plan") together with all easements, rights and privileges appurtenant thereto (the "Premises"). Tenant shall have the right and easement to construct, maintain and operate during the entire Term (as hereinafter defined) of this Lease an outside patio area for service of food and beverages customarily served in Tenant's restaurant operation.

The square footage of the Premises as set out in Section 1.1 of this Lease is approximate. The actual square footage of the Premises shall be as set out in the Landlord's Final Plans. Following the construction of the demising walls creating the Premises by Landlord, Tenant shall have the option to have the area of the Premises measured and confirmed by an qualified professional reasonably acceptable to Landlord within sixty (60) days of the Tender Date. In the event Landlord disputes the result of Tenant's recalculation of the area of the Premises, and the parties cannot, in good faith mutually agree upon the actual area of the Premises, such matter shall be submitted to an independent architect mutually acceptable to Landlord and Tenant, whose determination of the area of the Premises shall be binding. The cost of such independent architect shall be shared equally by Landlord and Tenant. The actual area of the Premises and Tenant's pro rata share shall be confirmed in the Term Commencement and Expiration Agreement referenced in Section 1.3B. If the actual area of the Premises differs from that set out in Section 1.1 of this Lease by more than ten (10) square feet, the Base Rent set out on Exhibit "B" shall be recalculated and the Breakpoints set out on Exhibit "B" shall be adjusted proportionally. In the event of such a recalculation, Landlord and Tenant shall execute an amendment of this Lease replacing Exhibit "B" with a new Exhibit reflecting the adjusted Base Rent and Breakpoints. Notwithstanding the foregoing, in no event will Tenant's pro rata share or Base Rent be calculated based upon an area larger than that provided for in the Landlord's Final Plans, unless the increase in the size of the Premises from that shown on the Landlord's Final Plans was requested and approved by Tenant.

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

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

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

B. **Tender, Commencement and Initial Term.** Landlord shall use diligent good faith efforts to tender possession of the Premises, with the Landlord's Work as set forth in Section 5.1 completed, on or before three hundred (300) days following the Effective Date (the "Anticipated Tender Date"). The date that possession of the Premises is actually tendered to Tenant, with the Landlord's Work as set forth in Section 5.1 completed, is referred to in this Lease as the "Tender Date". In the event that the Tender Date does not occur on or before sixty (60) days following the Anticipated Tender Date (the "Outside Tender Date"), Tenant, in addition to any remedy it may have at law or in equity, shall have the right, upon written notice to Landlord given at any time prior to the actual Tender Date, to terminate this Lease. The Initial Term of this Lease shall commence on the earlier of (a) one hundred twenty (120) days after the later

of (i) the Tender Date with Landlord's Work completed and (ii) Tenant's written notice to Landlord of its waiver (or the earlier expiration) of all the contingencies set forth in Sections 1.5 A, B, C and D hereunder (collectively, "Tenant Contingencies") or (b) the date Tenant first opens for business to the general public (the "Commencement Date"), and shall end at the expiration of the tenth (10th) Lease Year (the "Initial Term"), subject to Tenant's options to renew as set forth herein. The parties agree to execute the Term Commencement and Expiration Agreement in the form of Exhibit "F" attached hereto within thirty (30) days after the Commencement Date.

C. **Renewal Options.** Tenant shall have the option to renew this Lease for four (4) consecutive renewal terms (each a "Renewal Term") of five (5) years each, commencing on the first day following the expiration of the Initial Term or the then current Renewal Term, subject to the terms and conditions set forth herein. If Tenant is not in default beyond the expiration of any applicable cure period of a monetary covenant or a material non-monetary covenant under this Lease, Tenant may renew this Lease as provided above upon giving Landlord written notice of such renewal not less than one hundred eighty (180) days prior to the expiration of the then current Term. It is the intention of the parties to avoid forfeiture of Tenant's right to extend the Term of this Lease under any of the options set forth in this Section through inadvertent failure to give notice of exercise thereof within the time limits prescribed. Accordingly, if Tenant should fail to give notice to Landlord of Tenant's election to extend the Term of this Lease for any of the aforesaid Renewal Terms, Tenant shall not be deemed to forfeit its right to renew until such time as Landlord gives ten (10) days written notice to Tenant that Tenant's notice to exercise a Renewal Term is due, and only upon Tenant's failure to exercise such Renewal Term within the additional 10-day notice period shall Tenant's option to renew terminate.

D. **Lease Year.** For purposes of this Lease, a "Lease Year" shall be defined as that twelve (12) calendar month period during the Initial Term or any Renewal Term commencing on the Commencement Date or the annual anniversary thereof, as may be applicable; provided, however, that if the Commencement Date is a day other than the first day of a calendar month, then the first Lease Year shall include that period of time from the Commencement Date up to the first day of the next calendar month and the following twelve (12) calendar months, and any subsequent Lease Year shall be the twelve (12) month period beginning on the first day of such month.

1.4 **COMMON AREAS.**

A. **Easements.** Tenant and its customers, employees and invitees are hereby granted during the Term of this Lease the non-exclusive right and easement, in common with Landlord and other tenants of the Shopping Center, as it exists from time to time, to use, without charge (except as may be specifically set forth in this Lease), all exterior walkways, driveways and access areas (including curb cuts), sidewalks, service areas and rear doors for deliveries, parking areas, and other areas in the Shopping Center designated by Landlord or otherwise available for the common use of the tenants of the Shopping Center (the "Common Areas") for the normal or intended purposes of such areas. Landlord further grants to Tenant during the Term of this Lease a non-exclusive right and easement over that portion of the Shopping Center as may be required by Tenant during Tenant's initial construction to access or install lines or connections for Tenant's use, or at such other times during the Term to improve, renovate and maintain the Premises. Landlord further grants to Tenant a temporary license for the exclusive use of that portion of the Shopping Center identified on the Site Plan attached hereto as Exhibit "A-3", as a staging area ("Staging Area") during Tenant's initial construction.

B. **Protected Area.** The layout and condition of that portion of the Shopping Center designated on the Site Plan attached hereto as Exhibit "A" (hereinafter called the "Protected Area") is a material consideration for Tenant entering into this Lease. Unless approved in writing by Tenant, no change, alteration or addition shall be made to the Protected Area, including but not limited to, the configuration of the Common Areas, methods of ingress and egress, lighting, curbing, building locations, heights and stories, the landscaping (which would affect the visibility of the Premises), or parking areas, nor shall Landlord permit the construction of any additional building in any portion of the Protected Area or any expansion of the Shopping Center within the Protected Area. Tenant may withhold such approval in its sole reasonable discretion if Tenant believes such change, alteration or addition would adversely affect (i) its business being conducted in the Premises, (ii) the visibility of, access to, or parking for the Premises, or (iii) Tenant's use and enjoyment of the Premises. Landlord shall not designate or reserve (or permit any tenant or other occupant of the Shopping Center to designate or reserve) any portion of the parking area in the Protected Area for the exclusive use of any tenants of the Shopping Center or any other person except that Tenant shall have the option of designating up to four (4) parking spaces for Tenant's "take out" parking, adjacent to the Premises in the location shown on the Site Plan.

C. **Restrictive Covenants.** In recognition (i) that the availability of adequate parking is critical to the success of Tenant's business, and that certain uses create extraordinary demands for the parking capacity at the Shopping Center, and (ii) of Landlord's and Tenant's agreement that certain uses are inconsistent with the desired class and character of the Shopping Center, and (iii) of Landlord's agreement to provide to Tenant an exclusive for Tenant's use, Landlord covenants and agrees that it will not operate or permit any other tenant or occupant to operate:

(a) a table service restaurant, any food service facility in excess of 2,500 square feet, or any facility utilizing an on-premises alcoholic beverage license in any portion of the Protected Area.

(b) a movie theater, auditorium or other place of public assembly, school or other place of instruction, bowling alley, skating rink, or any other use that (without variance) under applicable code requires more than five (5) parking spaces per 1,000 square feet in the Shopping Center, or in any outparcel of the Shopping Center.

(c) a book store or grocery store in excess of 10,000 square feet in the Protected Area.

(d) a pool hall, video store, children's entertainment complex or facility, game room or arcade, health club, gym, martial arts, yoga, aerobics or fitness studio in any portion of the Protected Area, or in any outparcel of the Protected Area.

(e) an adult entertainment facility, including, but not limited to, an adult bookstore, adult video store, nude or semi-nude entertainment facility, massage parlor, strip show, lingerie exhibition or shop, establishment for the sale, rental, display, viewing or exhibition of pornographic or "adult only" materials (including, without limitation, magazines, books, movies, videos and photographs), or any establishment for the sale of items or paraphernalia that are intended to be or commonly are utilized in connection with the use of illegal drugs in any portion of the Shopping Center, or in any outparcel of the Shopping Center; provided that this paragraph shall not prohibit the sale or rental of "adult" videos or books in connection with a full line video or book store or the operation of a business providing bonafide massage therapy.

(f) a telemarketing or similar operation, off-track betting, gaming or bingo establishment in any portion of the Shopping Center, or in any outparcel of the Shopping Center except as follows. Landlord shall be permitted to operate or permit any other tenant or occupant to operate a telemarketing operation which is incidental to, and ancillary to its primary retail business being operated at the premises of such tenant.

(g) a flea market, any use which is a public or private nuisance, any use which produces noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness; any use which produces obnoxious odors (excluding restaurant odors); any use which produces an excessive quantity of dust, dirt, or fly ash; any use which produces fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks; any use which produces noxious, toxic, caustic or corrosive fuel or gas; any industrial, distillation, refining, smelting, recycling, agriculture, manufacturing, assembling, drilling, mining or subsurface operations in any portion of the Shopping Center, or in any outparcel of the Shopping Center.

(h) any mobile home or trailer court, junk yard, stock yard or animal raising operation in any portion of the Shopping Center, or in any outparcel of the Shopping Center; provided that this paragraph shall not prohibit pet shops or veterinarian offices.

(i) any dumping of garbage, junk, recyclable materials or refuse, other than that produced in connection with the Shopping Center and disposed of in enclosed receptacles intended for such purpose in any portion of the Shopping Center, or in any outparcel of the Shopping Center.

(j) any cemetery, crematorium, mausoleum, mortuary, funeral parlor or similar service establishment in any portion of the Shopping Center, or in any outparcel of the Shopping Center.

(k) any "Italian" restaurants in any portion of the Shopping Center, or in any outparcel of the Shopping Center. An "Italian" restaurant shall mean any restaurant (i) with the word "Italian", or any variation thereof,

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the Effective Date.

WITNESSES:

Leslie Osterland
Valerie Poirier

Leslie Osterland
Valerie Poirier

Andrea Hammond
JLS

Frank Aragona Trust u/a/d 12/13/79
a Michigan limited liability company

By: [Signature]
Name: Paul V. Aragona, as Executive Trustee
of the Frank Aragona Trust u/a/d 12/13/79
Title: _____
Date: 5-1-05

Tienken Partners, LLC
a Michigan limited liability company

By: [Signature]
Name: Paul V. Aragona, as Managing Partner of
Tienken Partners, LLC
Title: _____
Date: 5-1-05

"Landlord"

Carrabba's/Birchwood, Limited Partnership,
a Florida limited partnership

By: Carrabba's Italian Grill, Inc.,
a Florida corporation, general partner

By: [Signature]
Name: Carl W. Sahlsten
Title: Vice President
Date: April 14, 2005

"Tenant"

[Handwritten initials]