

**Gateway 2, LLC, a Michigan limited Liability Company
Rochester Hills, Michigan**

THIS LEASE is made between the Landlord and the Tenant hereinafter identified in Sections 1.01(b) and (c) hereof, respectively, and constitutes a Lease between the parties of the "Leased Premises" as identified in Section 1.01(d) hereof on the terms and conditions and with and subject to the covenants and agreements of the parties hereinafter set forth.

WITNESSETH:

**ARTICLE I
BASIC LEASE PROVISIONS**

SECTION 1.01 BASIC LEASE PROVISIONS.

The following are certain lease provisions which are part of, and, in certain instances, referred to, in subsequent provisions of this Lease:

- (a) **Date of Lease:** ~~April~~ June 3rd, 2022
- (b) **Landlord:** Gateway 2, LLC, a Michigan limited Liability Company.
- (c) **Tenant:** Baldwin's Brasserie, LLC
- (d) **Leased Premises (sometimes referred to as "Premises"):** Approximately **6,028 square feet**, generally depicted on Exhibit A, known as TBD, Rochester Road, Rochester Hills, Michigan 48307.
- (e) **Expiration Date:** **Ten (10) Years** from the **Rent Commencement Date**, as defined in Section 2.02 below (such 10-year period, including any applicable extension periods provided for in this Lease, hereinafter, the "Term").
- (f) **Fixed Minimum Annual Rental:**

Years 1-2:	\$40.00 PSF NNN
Year 3:	\$40.80 PSF NNN
Years 4-10:	2% per year increases in NNN rent
- (g) **Percentage Rent:** NOT APPLICABLE
- (h) **Late Opening Charge:** NOT APPLICABLE
- (i) **Security Deposit:** **\$23,609.00**
- (j) **Permitted Use:** Subject to the exclusive uses contained in Exhibit E of this lease, **Tenant shall use the Leased Premises only for the purpose of: conducting the business of a Baldwin's Brasserie Restaurant and ancillary uses, including without limitation such items and/or services related to Tenant's use provided that such use does not conflict with the exclusive uses of other tenants as set forth on Exhibit E attached hereto,** unless a waiver has been obtained from the tenant(s) whose lease(s) contain(s) said exclusive use(s).

Tenant shall use the Leased Premises in a reasonably careful, safe and proper manner, shall use commercially reasonable efforts to not commit or suffer any waste in or to the Leased Premises, and shall not knowingly use or occupy the Leased Premises or knowingly permit its use or occupancy or the use or occupancy of any part thereof, for any purpose or in any way contrary to present or future laws,

ordinances, rules, regulations, requirements or orders of any public or governmental authority having jurisdiction with respect to its use and occupancy, and shall make all improvements to the Leased Premises required thereby at Tenant's sole cost and expense (other than as herein required to be made by Landlord). Tenant shall keep the interior of the Leased Premises in reasonably good, clean and sanitary condition, and shall use commercially reasonable efforts to not allow trash, rubbish or other objectionable material to materially accumulate in the interior of the Leased Premises.

(k) **Tenant's Trade Name:** Baldwin's Brasserie

(l) **Landlord's Address:** 38700 Van Dyke Avenue, Suite 200
Sterling Heights, Michigan 48312

Landlord's Phone: 586-977-8640

(m) **Tenant's Address:** 16981 18 Mile Road, Clinton Township, MI 48038

(n) **Gross Leasable Floor Area of the Leased Premises:** Approximately **6,028** square feet (or such other more accurate square foot measurement determined pursuant to Section 5.01).

(o) **Gross Leasable Floor Area of the Shopping Center:** Approximately **31,868** square feet (or such other more accurate square foot measurement determined pursuant to Section 5.01) of the Shopping Center together with any outlots or detached buildings that Landlord incorporates as part of the Shopping Center in accordance with the terms of this Lease.

(p) **Amount Due at Lease Execution. Tenant shall pay the sum of Twenty-Three Thousand Six Hundred Nine Dollars (US\$23,609.00) at the time of Lease Execution representing (US\$23,609.00) security Deposit.**

ARTICLE II GRANT AND TERM

SECTION 2.01 LEASED PREMISES.

Landlord is the owner of certain premises, including all buildings and permanent improvements constructed thereon, hereinafter referred to as the "Shopping Center," situated in **Rochester Hills, Oakland County, Michigan**. The Shopping Center, presently known as "The Gateway" is shown graphically on **Exhibit "A"** hereto.

Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, those certain premises in the Shopping Center marked on Exhibit "A." The Leased Premises are described in Section 1.01(d) hereof. The exterior walls of the Leased Premises and the area beneath the Leased Premises are not demised hereunder, and the use thereof together with the right to locate, both vertically and horizontally, install, maintain, use, repair and replace pipes, utility lines, ducts, conduits, flues, refrigerant lines, drains, sprinkler mains and valves, access panels, wires and structural elements leading through the Leased Premises serving other parts of the Shopping Center, are hereby reserved unto Landlord. Landlord reserves an easement above Tenant's finished ceiling to the roof, and below the floor of the Leased Premises, for general access purposes and in connection with the exercise of Landlord's other rights under this Lease.

Notwithstanding the foregoing, this Lease shall be specifically contingent upon Tenant obtaining financing for Tenant Work (defined below) at acceptable terms to Tenant on or before the date forty-five (45) days after Lease execution. Tenant shall apply for and diligently pursue financing with at least two financial institutions. In no event shall Tenant obtain financing in excess of Eight Hundred Thousand Dollars (US\$800,000.00) in total ("Financing Limit") among any and all lending institutions, banks and/or leasing companies that will provide financing for Tenant's operations at the Leased Premises and further Tenant agrees that it shall not cause Tenant's personal property at Leased Premises to be liened or employed as collateral in excess of Financing Limit.

SECTION 2.02 COMMENCEMENT AND ENDING DAY OF TERM.

The term of this Lease shall be for a period of ten (10) years and shall commence on the date Landlord delivers possession of the Leased Premises to Tenant with the work Landlord is to perform, set forth in Exhibit B, completed ("Commencement Date"). The date that Rent shall commence shall be the first to occur of (i) one hundred twenty (120) days after the Commencement Date; or (ii) the date that Tenant opens for business (the "Rent Commencement Date"). If the Commencement Date occurs other than the first day of a calendar month, then the rent for such month shall be prorated on a daily basis (based upon the actual number of days in the month of commencement) and such partial month shall be added to the Term of this Lease. The term of this Lease shall end on the "Expiration Date" set forth in Section 1.01(e) hereof, unless sooner terminated as provided in this Lease. Landlord and Tenant shall execute a Lease Commencement Date Agreement as set forth in Exhibit D. If permission is given to Tenant to enter into possession of the Leased Premises prior to the date specified as the Commencement Date of the term of this Lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease.

SECTION 2.03 DELIVERY DATE.

Landlord shall use its best efforts to deliver the Premises in the condition required herein on or before August 1, 2023 ("Delivery Date"), subject to any delay due to a Force Majeure event, including pandemic and/or material and labor shortages resulting therefrom. In the event Landlord fails to deliver the Leased Premises by the Delivery Date because the Leased Premises are not then ready for occupancy or because the previous occupant of the Leased Premises is holding over, or for any other cause, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the Leased Premises, nor shall any delay affect the validity of this Lease, and the commencement date of this Lease shall be postponed until such time as the Leased Premises are ready for Tenant's occupancy, and the Expiration Date likewise extended.

SECTION 2.04 TENANT'S RIGHT TO EXTEND THE LEASE TERM.

Provided Tenant is not in default under the terms of this Lease beyond any applicable notice and or cure period at the time of the giving of notice provided for in this Section 2.04, or at the time the Lease term is extended, Tenant shall have the option to extend the term of this Lease for **Two (2) additional period of Five (5) years each.** All of the terms and conditions of this Lease shall remain in full force and effect, except that the Fixed Minimum Annual Rental shall be as follows:

Below Time Periods shall begin at the end of the initial lease term.

- (a) First Option Period:
Year 11: \$24,013.00 per month plus NNN charges

Year 12: \$24,494.00 per month plus NNN charges
Year 13: \$24,984.00 per month plus NNN charges
Year 14: \$25,493.00 per month plus NNN charges
Year 15: \$25,993.00 per month plus NNN charges

(b) Second Option Period:

Year 16: \$26,513.00 per month plus NNN charges
Year 17: \$27,043.00 per month plus NNN charges
Year 18: \$27,584.00 per month plus NNN charges
Year 19: \$28,136.00 per month plus NNN charges
Year 20: \$28,698.00 per month plus NNN charges

The Option(s) to Extend provided for in this Section 2.04 may only be exercised by written notice from Tenant to Landlord, given no later than **one hundred eighty (180) days** prior to the expiration of the then current term. In the event Tenant fails to give timely written notice of extension, the Lease shall terminate at the end of the then current term. Tenant's failure to properly extend the term of this Lease, shall terminate any right Tenant may otherwise have to elect exercise any remaining Options.

ARTICLE III RENT

SECTION 3.01 FIXED MINIMUM RENT.

The annual minimum rent shall be payable by Tenant in advance in equal consecutive monthly installments in accordance with the rent schedule below. The monthly rent shall be payable by Tenant on or before the first day of each month, at the office of Landlord, without any prior demand and without any deductions or set offs.

Tenant shall pay a late payment fee of five percent (5%) percent of any amount due on all payments required to be made under this Lease which are postmarked the fifth (5th) day after the respective due date or returned NSF, provided the late payment fee shall not apply to the first late payment during a one (1) year period. In addition, any amount due from Tenant to Landlord that is not paid when due shall bear interest at the annual rate of fifteen percent (15.00%). In the event any payments from Tenant are returned NSF, a Fifty Dollar (\$50.00) fee will be assessed to Tenant in addition to the late charge penalty. In such event, Tenant shall, within five (5) days, deliver a certified check to Landlord for the total amount due (including interest and penalties). The parties acknowledge that the fees referenced above are intended solely to compensate Landlord for the additional costs incurred in processing the payments received late.

The minimum rent payable by Tenant to Landlord during the Term of this Lease shall be as follows:

Below Time Periods beginning on Rent Commencement Date. Prior to Rent Commencement Date, rent shall be free.

Years 1-2: \$20,093.00 per month plus NNN charges
Year 3: \$20,495.00 per month plus NNN charges
Year 4: \$20,905.00 per month plus NNN charges
Year 5: \$21,323.00 per month plus NNN charges
Year 6: \$21,750.00 per month plus NNN charges
Year 7: \$22,185.00 per month plus NNN charges

Year 8: \$22,628.00 per month plus NNN charges
Year 9: \$23,081.00 per month plus NNN charges
Year 10: \$23,543.00 per month plus NNN charges

In addition to the rent set forth in this Article, and subject to the limitations expressly set forth in this Lease, Tenant shall pay to Landlord, which shall be considered additional rent, its proportionate share of those items set forth in Section 3.02 (Taxes), Section 9.02 (Operation Costs) and Sections 12.01 and 12.02(a) and (b) (Insurance Costs). Landlord estimates that Tenant's combined obligations under Section 3.02 (Taxes), Section 9.02 (Operation Costs) and Sections 12.01 and 12.02(a) and (b) and B (Insurance Costs) for the initial Lease Year will be Seven Dollars and 00/100 (\$7.00) per square foot; however, this estimate shall not constitute any representation or warranty by Landlord pertaining to the cost of such obligations.

SECTION 3.02 TENANT'S TAX OBLIGATION.

(a) Tenant agrees to pay to Landlord its proportionate share of all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever, which have been or may be levied or assessed by any lawful authority against the land, buildings and improvements presently and/or at any time during the term of this Lease comprising the Shopping Center, and which are payable during or for any calendar year during the term hereof, irrespective of whether such taxes are assessed against real or personal property, as the same presently exists and as the same may be amended, in whole or in part, or replaced from time to time. Such taxes, assessments and charges hereinafter are referred to, collectively, as "Taxes". Landlord shall pay all Taxes before they become delinquent; and Landlord shall be solely responsible for the payment of any and all penalties imposed for late payment, without limiting the obligation of Tenant to pay interest to Landlord as delinquent payments of sums due under this Lease.

Notwithstanding the foregoing, the taxes described in the next sentence shall be accrued ratably during the calendar year. Should the United States, the State of Michigan or any political subdivision thereof or any governmental authority having jurisdiction thereover either: (i) impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by tenants in the Shopping Center to Landlord or on the income of Landlord derived from the Shopping Center, or with respect to the Landlord's, or the individuals' or entities' which form the Landlord herein, ownership of the land and buildings presently and/or at any time during the term of this Lease comprising the Shopping Center, either by way of substitution for all or any part of the taxes and assessments levied or assessed against such land and such buildings, or in addition thereto; and/or (ii) impose a tax or surcharge of any kind or nature, upon Landlord, against or with respect to the parking areas or the number of parking spaces that Landlord manages that service the Shopping Center, then in either or both of such events, such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section 3.02 and Tenant shall be obligated to pay its proportionate share thereof as provided herein.

For purposes hereof and Section 9.02 hereof, the term "Shopping Center" shall, in any event, be deemed to include any land upon which off-site utility systems, retention ponds, wetlands and/or off-site private roads serving the Shopping Center are located with all improvements situated thereon. Tenant's proportionate share shall be equal to the product obtained by multiplying the Taxes by a fraction, the numerator of which shall be the Gross Leasable Floor Area of the Leased Premises and the denominator of which shall be the sum of the Gross Leasable Area of the Shopping Center; provided that: (i) Tenant's proportionate share of any tax on the rentals payable by the tenants of the Shopping Center shall be based upon the rentals payable by Tenant hereunder; and (ii) with respect to any buildings in the Shopping

Center (and any land appurtenant thereto) which are separately assessed, at Landlord's option, the taxes and assessments relating thereto shall not be deemed "Taxes" hereunder and, in such event, the floor area of such separately assessed building(s) shall not be included within the denominator of such fraction.

(b) Any costs, expenses and attorneys' fees (including the costs of tax consultants) incurred by Landlord in connection with the negotiation for reduction in the assessed valuation of land, buildings and improvements comprising the Shopping Center and any protest or contest of real estate taxes and/or assessments shall be included within the term "Taxes." Notwithstanding anything herein contained to the contrary, Tenant shall not have the right to contest the Taxes in any manner whatsoever.

(c) Tenant's proportionate share of the Taxes for or during the term hereof, as determined by Landlord, shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord, or Landlord may elect, at its sole option, to bill such taxes in arrears; provided, that in the event Landlord is required under any mortgage covering the Shopping Center to escrow Taxes, Landlord may, but shall not be obligated to, use the amount required to be so escrowed as a basis for its estimate of the monthly installments due from Tenant hereunder. Upon receipt of all tax bills and assessment bills attributable to any calendar year during the term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the Taxes for such year. In the event no tax bill is available, Landlord will compute the amount of such tax. If the total amount paid by Tenant under this Section 3.02 for any calendar year during the term of this Lease is less than the actual amount due from Tenant for such year, as shown on such statement, 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 therefor by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year exceeds such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment of Taxes due from Tenant to Landlord hereunder or returned to Tenant if at the end of the Term. For the calendar years in which this Lease commences and terminates, the provisions of this Section 3.02 shall apply, and Tenant's liability for its proportionate share of any Taxes for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the term of this Lease is in effect. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of taxes and/or assessments assessed or levied against the property to which such bill relates. Prior to or at the commencement of the term of this Lease and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder. Landlord's and Tenant's obligations under this Section 3.02 shall survive the expiration of the term of this Lease.

(d) Tenant at all times shall be responsible for and shall pay all taxes levied, assessed or paid on any leasehold interest, any right of occupancy, any investment of Tenant in the Leased Premises, or any personal property of any kind owned, installed or used by Tenant, including Tenant's leasehold improvements or on Tenant's right to occupy the Leased Premises.

(e) Tenant shall be responsible for all municipal, county, state and federal taxes assessed against its leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

SECTION 3.03 DEFINITION OF RENT.

The words "rental" and "rent" shall have the same meaning and shall be defined in this Lease as, collectively, fixed minimum annual rental and all other charges or payments of whatever nature required to be paid by Tenant to Landlord under this Lease (including the Exhibits hereto), including, without

limitation, Tenant's proportionate share of Taxes, expenses and other charges under this Lease, which sums shall be payable in the manner provided in this Lease. All other sums of money or charges required to be paid by Tenant under this Lease shall be promptly paid by Tenant when the same are due without any deductions or set off whatsoever. Tenant's failure to pay any such amounts or charges when due shall carry with it the same consequences as Tenant's failure to pay rent. All such amounts or charges shall be payable to Landlord at the place where the fixed minimum annual rental is payable.

SECTION 3.04 ACKNOWLEDGMENT.

Landlord and Tenant acknowledge and agree that this is a triple-net Lease and that this Lease must yield net to Landlord during the original Term, or any extension thereof, not less than the minimum rental shown in Article III hereof. All costs, expenses and charges of every nature relating to the Premises, which may be attributable to, or become due during, the original Term, or any extensions thereof, shall be paid by Tenant and Tenant will indemnify and hold harmless Landlord from and against such costs, expenses and charges.

ARTICLE IV LEASE YEAR

SECTION 4.01 LEASE YEAR.

The term "**Lease Year**" shall be defined to mean a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Commencement Date of this Lease if such Commencement Date occurs on the first day of a month, and if not, then the first Lease Year shall commence on the first day of the month following the Commencement Date. Each succeeding Lease Year shall commence on the anniversary date of the first Lease Year.

ARTICLE V FLOOR AREA

SECTION 5.01 FLOOR AREA.

(a) As used in this Lease "floor area" means, with respect to the Leased Premises and with respect to each premises separately leased, the number of square feet of floor space on all floor levels in the Leased Premises, not including any mezzanine space, measured from the exterior faces of exterior walls, storefronts, walls fronting any malls, corridors and services areas, and the center line of party walls, but not including any approved outdoor sales or dining areas. For the purpose of this Lease, in determining the gross leasable floor area of the Shopping Center, no deduction or exclusion from floor area shall be made by reason of columns, stairs, elevators, shafts or other interior construction or equipment. In the event Landlord determines that the square foot area of either the Leased Premises and/or the Shopping Center is at variance with the square foot area stated in this Lease, Landlord may, at its option, adjust the floor area of the Leased Premises and or the Shopping Center and make proportional adjustments in fixed minimum annual rental and other charges to Tenant under this Lease. **It is understood and agreed that Landlord may sell or transfer portions of the Shopping Center comprising the buildings on the attached Exhibit "A" and the land appurtenant thereto, and upon the finalization of and based on such sale or transfer, Landlord may modify the Gross Leasable Floor Area of the Shopping Center used in calculating Tenant's proportionate share of Taxes, Operation Costs (as hereinafter defined), and Insurance Costs (as hereinafter defined) hereunder, provided that Landlord submits documentation to Tenant's reasonable satisfaction evidencing the**

exact change to the Gross Leasable Floor Area of the Shopping Center as a result of such sale or transfer within thirty (30) days of same.

(b) In the event that the Landlord shall reduce or enlarge the Shopping Center, Landlord shall make a proportionate adjustment to the size of the floor are of the Shopping Center.

**ARTICLE VI
DELIVERY OF POSSESSION, RELOCATION,
AND CHANGES AND ADDITIONS**

SECTION 6.01 DELIVERY OF POSSESSION.

The Tenant further acknowledges that he has examined the said Leased Premises prior to the making of this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the Leased Premises in their present condition at the date of the execution of this Lease.

If Premises are not yet constructed at the time of signing this Lease Agreement, then Tenant agrees to take possession upon receiving three (3) days-notice from Landlord that the Premises are ready for Tenant occupation. The Leased Premises shall be deemed to be ready for Tenant's Work when Landlord shall have substantially completed construction of the Leased Premises in accordance with Exhibit "B" hereto. If any dispute shall arise as to the Leased Premises being ready for Tenant's Work, it shall be resolved in accordance with Section 7.02 hereof. It is agreed that by occupying the Leased Premises as a tenant, Tenant formally accepts the same and acknowledges that the Leased Premises are in the condition called for hereunder. In the event the Leased Premises are presently occupied by another tenant, possession of the Leased Premises shall not be delivered to Tenant until a date after the date Landlord obtains possession of the Leased Premises.

SECTION 6.02 RIGHT TO RELOCATE. Intentionally Deleted.

SECTION 6.03 CHANGES AND ADDITIONS.

Landlord hereby reserves the right at any time, and from time to time, to make alterations or additions to, and to build additional stories on the building in which the Leased Premises are located and to build adjoining the same. Landlord also reserves the right at any time, and from time to time, to construct other buildings and improvements in the Shopping Center, to enlarge or reduce the Shopping Center, to make alterations in or additions to the Shopping Center, to build additional stories on any building or buildings within the Shopping Center and to build adjoining thereto, to construct decks or elevated parking facilities, and to sell or lease any part of the Shopping Center, which premises, at Landlord's option, may or may not be part of the Shopping Center. The purpose of the site plan attached as Exhibit A is to show the approximate location of the Leased Premises within the Shopping Center and Landlord reserves the right, at any time, to relocate, enlarge, reduce or reconfigure the various buildings, parking areas and other common areas shown on the site plan. It is further understood and acknowledged by Tenant that Landlord shall have the right, at its sole option, to reduce the common areas and change the site plan in any manner it deems fit in order to accommodate any new buildings and improvements without notice to or obtaining the consent of Tenant. In addition, Tenant acknowledges that the attached site plan creates no easement rights in the common areas shown thereon, but only the right to use said areas in common with all other tenants and occupants of the Shopping Center, as said areas may exist

from time to time during the term hereof. If Landlord subsequently constructs additional building(s) in the Shopping Center, at Landlord's option, each of such building(s) may be included in, or excluded from, the Shopping Center for purposes of Section 3.02 and Article IX hereof, and if such building(s) are included in the Shopping Center, the floor area of such building(s) shall be utilized, as appropriate, in determining Tenant's proportionate share pursuant to Sections 3.02 and 9.02 hereof.

Notwithstanding anything in this Lease to the contrary, Landlord shall initially construct the Shopping Center, the Common Areas and the Leased Premises as required pursuant to Section 7.01 of this Lease, and shall not change or alter the Common Areas in any manner that would alter the dimensions or location of the Leased Premises, or reduce the number of parking spaces required pursuant to local ordinances with adjustments by way of variances that may be granted.

ARTICLE VII CONSTRUCTION

SECTION 7.01 CONSTRUCTION OF THE LEASED PREMISES.

(a) Landlord agrees prior to the commencement of the term of this Lease, at Landlord's sole cost and expense, to construct or to have theretofore constructed on the site of the Shopping Center the building in which the Leased Premises are to be located. The Leased Premises shall be constructed in accordance with the Landlord's Work, if any, required in Exhibit "B" hereto. It is understood and agreed by Tenant that any minor changes from Exhibit "B" which may be necessary during construction of the building or the Leased Premises shall not affect or change this Lease or invalidate the same.

(b) Tenant agrees to furnish to Landlord the permit ready plans and specifications for all of Tenant's Work in form and substance reasonably satisfactory to Landlord, with respect to the Leased Premises prepared in the manner and within the time periods required in this Lease. Landlord shall review Tenant's plans and specifications and advise Tenant of its approval or disapproval of Tenant's Plans. No deviation from the final set of plans and specifications, once approved by Landlord, shall be made by Tenant without Landlord's prior written consent which consent shall not be unreasonably withheld. Approval of the plans and specifications by Landlord shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and Tenant shall be solely responsible for such matters. Tenant agrees, prior to the commencement of the term, at Tenant's sole cost and expense, to provide all work and materials of whatsoever nature in accordance with Tenant's plans and specifications and Landlord's approval of Tenant's plans and specifications.

(c) If such drawings, plans and specifications are not furnished by Tenant to Landlord within the required time periods in permit ready form, then Landlord may, at its option, at any time while Tenant is in default of this provision, in addition to any and all other remedies provided in this Lease, upon not less than ten (10) days' written notice to Tenant, declare this Lease terminated and the term ended, in which event, this Lease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date originally set forth herein and fixed for the expiration of the term, and Tenant shall, if it has taken possession of the Leased Premises, vacate and surrender the Leased Premises but shall remain liable as provided in this Lease.

(d) In consideration for Landlord's Work, Tenant hereby grants to Landlord an all asset lien in Tenant's restaurant fixtures, equipment and Liquor License (per Article XVI herein) ("All Asset Lien") until the expiration of the initial ten (10) year term of the Lease. Said lien shall provide that Landlord may perfect its security interest in the All Asset Lien by filing a UCC-1 with the State of Michigan

naming said assets as collateral. Tenant's full performance on the **entire** Lease **through** the initial 10-year term shall satisfy all of its obligations to the Landlord with respect to the All Asset Lien and thereafter, Landlord shall promptly take all steps necessary to release the lien on the Liquor License. The form of UCC-1 shall be attached as **Exhibit "C"**. Landlord acknowledges that its lien may be a second lien position to its financing from _____ Bank not to exceed Financing Limit, and any refinancing thereof, as long not refinanced for a higher amount than that listed herein.

SECTION 7.02. TENANT'S WORK.

Upon Landlord's delivery of the Leased Premises to Tenant, Tenant shall complete the construction of the Leased Premises in accordance with the plans and specifications approved by Landlord in all respects ("Tenant's Initial Work") and all such work, together with any later alterations, additions or improvements made by or on behalf of Tenant to the Leased Premises (collectively, the "Tenant's Work") shall be subject to Landlord's prior written consent and shall be completed in accordance with the following:

(a) All plans and specifications for Tenant's Work shall be submitted to Landlord for its approval within thirty (30) days of signing this Lease. Landlord may monitor construction of Tenant's Work. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to ensure that such plans and specifications or construction comply with applicable laws, codes, rules and regulations. Notwithstanding the foregoing, Landlord shall have the right, in its sole discretion, to deny its consent to any proposed Tenant's Work that involves roof penetrations or that impacts the structure of the Building. Any and all roof penetrations required for Tenant's Work shall be performed by Landlord's roof vendor at Tenant's expense.

(b) Tenant acknowledges that it is Tenant's responsibility, at Tenant's sole cost and expense, to secure any and all necessary Certificates of Occupancy, Certificate of Zoning Compliance or any other types of permits or licenses necessary to operate Tenant's business and failure to do so shall not excuse Tenant from the obligation to pay rent. All work done by Tenant shall be pursuant to and in accordance with all necessary licenses and permits which Tenant shall obtain at its sole expense. Such work shall conform to all applicable statutes, ordinances, regulations and codes and to the requirements of all other regulatory authorities. Tenant shall protect Landlord's and/or other adjoining premises from construction damage and Tenant shall be liable therefor. All contractors or subcontractors used by Tenant shall be bondable, licensed contractors capable of performing quality workmanship. Tenant shall use only new, first class materials in the completion of Tenant's Work. At least five (5) days prior to the commencement of Tenant's Work, Tenant shall provide Landlord, by certified or registered mail, with the name and address of Tenant's general, mechanical and electrical contractors, subject to Landlord's prior written approval.

(c) **Tenant Financial Commitment.** Tenant hereby commits to funding out of pocket One Million Two Hundred Thousand Dollars (US\$1,200,000.00) the Tenant Work.

(d) **Construction Insurance.** Tenant shall secure, pay for and maintain or cause its contractor(s) to secure, pay for and maintain during the preparation of the Leased Premises, the following insurance in the following amounts, which shall be endorsed in all policies to include Landlord and its beneficiaries and their employees and agents as insured parties, and which shall provide in all policies that Landlord shall be given ten (10) days prior written notice of any alteration or termination of coverage, in the amounts as set forth below. Certificates of such insurance shall be furnished to Landlord at least five (5) days prior to commencement of Tenant's construction.

(e) Tenant's General Contractor's and Subcontractor's Required Minimum Coverages and Limits of Liability.

(i) Worker's Compensation, Employer's Liability Insurance with limits of not less than \$100,000.00 and as required by State law and any insurance required by any Employee Benefit Acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned Acts.

(ii) Comprehensive General Liability Insurance (including Contractor's Protective Liability) in an amount not less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$3,000,000.00. Such insurance shall provide for explosion and collapse coverage and contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury, including death resulting therefrom, and damage to the property of others and arising from his operations under the contract and whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by anyone directly or indirectly employed by any of them.

(iii) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operating of any automotive equipment, owned, hired and non-owned in the following minimum amounts:

(a)	Bodily injury, each person	\$ 500,000.00
(b)	Bodily injury, each occurrence	\$ 3,000,000.00
(c)	Property damage, each occurrence	\$ 500,000.00
(d)	Property damage, aggregate	\$ 1,000,000.00

(iv) Tenant's Protective Liability Insurance. Tenant shall provide Owner's Protective Liability Insurance as will insure Tenant against any and all liability to third parties for damage because of bodily injury liability (or death resulting therefrom) and property damage liability of others or a combination thereof which may arise from work in the completion of the Leased Premises, and any other liability for damages which the general contractor and/or subcontractors are required to insure any provisions herein. Said insurance shall be provided in minimum amounts as follows:

(a)	Bodily injury, each person	\$ 1,000,000.00
(b)	Bodily injury, each occurrence	\$ 3,000,000.00
(c)	Property damage, each occurrence	\$ 500,000.00
(d)	Property damage, aggregate	\$ 1,000,000.00

(v) Tenant's Builders Risk Insurance. Tenant shall provide a complete Value Form "All Physical Loss" Builder's Risk coverage on its work in the Leased Premises as it relates to the building within which the Leased Premises is located, naming the interests of the Landlord, its general contractor and all subcontractors, as their respective interest may appear, within a radius of 100 feet of the Leased Premises.

(f) Mechanics Liens. Upon completion of Tenant's Work, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on Tenant's Work and final lien waivers from all such contractors and subcontractors.

SECTION 7.03 SETTLEMENT OF DISPUTES.

It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant with reference to the work to be performed with respect to the Leased Premises pursuant to Exhibit "B" shall be submitted to Landlord's independent registered architect, whose decision shall be final and binding on both Landlord and Tenant.

**ARTICLE VIII
CONDUCT OF BUSINESS BY TENANT**

SECTION 8.01 USE OF PREMISES.

Tenant shall use and occupy the Leased Premises during the continuance of this Lease solely for the Permitted Use set forth in Section 1.01(j) hereof, and for no other purpose or purposes without the prior written consent of Landlord. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises or if a failure to procure such a license or permit might or would, in any way, affect Landlord or the Shopping Center, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license and permit. Upon Tenant's breach of this use provision, Landlord shall be entitled to terminate this Lease and reenter and repossess the Leased Premises.

SECTION 8.02 OPERATION OF BUSINESS.

(a) Tenant agrees to operate one hundred (100%) percent of the Leased Premises during the entire term of this Lease for the Permitted Use, unless prevented from doing so because of fire, accident, or acts of God. Tenant shall conduct its business at all times in a high class and reputable manner, maintaining at all times a full staff of employees and a full and complete stock of merchandise and shall keep same well lighted during all Shopping Center business. Additionally, notwithstanding anything contained in this Section 8.02(a) to the contrary, Tenant need not be open on New Year's Day, Thanksgiving Day, Christmas Eve or Christmas Day.

If Tenant fails to operate its business at the Leased Premises for a period in excess of sixty (60) consecutive days following the Commencement Date, then Landlord shall have the right, but not the obligation, to terminate this Lease upon written notice to Tenant, and immediately recapture the Leased Premises following such notice. In the event Tenant does not operate at least twenty (20) hours per week (unless prevented from doing so by reason of casualty, condemnation, Force Majeure, repairs, or renovations), Tenant shall be deemed to not be operating its business from the Leased Premises.

(b) (i) Tenant, at Tenant's sole cost and expense, shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Leased Premises and the cleanliness, safety, occupancy, alteration and use of same, including but not limited to the Americans with Disabilities Act of 1990 ("ADA"), as more fully set forth below, and the Clean Air Act. Tenant, at its sole cost and expense, shall be responsible for complying with all applicable provisions of the ADA relating to: (A) the physical condition of the Leased Premises, (B) Tenant's policies and the operation of its business in or from the Leased Premises, and (C) Tenant's employment and employment-related practices. Landlord shall have no responsibility whatsoever for compliance with the ADA within the Leased Premises. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney fees, in connection with or resulting

from compliance or noncompliance with the ADA relating to those matters described in Subparts (A), (B) and (C) above.

(ii) Tenant shall not cause or permit the use, generation, storage, treatment or disposal in, on or about the Leased Premises or the Shopping Center of any pollutant, contaminant, waste, hazardous, toxic or radioactive substance or material (collectively, "Hazardous Materials") subject to regulation under any Federal, state or local laws from time to time in effect. Upon notice from Landlord at any time during the term of this Lease, Tenant shall promptly (A) conduct all reasonable investigation into the possible presence, extent, distribution, nature, circumstances and conditions of and involving and remove from the Leased Premises, the Shopping Center and any property in the vicinity thereof, any Hazardous Materials installed, created or introduced by, whether directly or indirectly and whether in whole or in part, either Tenant or others at Tenant's sufferance or with Tenant's permission, (B) restore and repair any damage to the Leased Premises, the Shopping Center and any property in the vicinity thereof, caused, directly or indirectly and whether in whole or in part, by the presence or removal of such Hazardous Materials, and (C) fully remedy any conditions arising from or related to, whether directly or indirectly and whether in whole or in part, such Hazardous Materials or Tenant's violation of this paragraph. Without limiting the foregoing, Tenant shall have sole and exclusive liability (including, but not limited to, liability under environmental laws such as, but not limited to, the Federal Comprehensive Environmental Response, Compensation and Liability Act and the Michigan Environmental Response Act) for or related to, in whole or in part, the release or disposal of any substances, materials or wastes (whether Hazardous Materials or otherwise) by Tenant's employees, contractors or agents. This paragraph shall survive the termination or expiration of this Lease.

(c) No auction, liquidation, lost our lease, going out of business, fire or bankruptcy sales may be conducted in the Leased Premises. Tenant agrees that it will conduct its business in the Leased Premises during all hours established for the Shopping Center by Landlord, should Landlord establish such hours in its reasonable discretion and advise Tenant of such hours in writing, and will conduct such business in a lawful manner and in good faith, and will not do any act tending to injure the reputation of the Shopping Center. Tenant shall not permit noise or odors in the Leased Premises which are objectionable to tenants or occupants of the Shopping Center, as reasonably determined by Landlord. Upon written notice from Landlord, Tenant shall make a good faith effort to immediately remedy such noise or odor. Tenant shall not suffer or permit any firearms to be stored on the Leased Premises or have any firearms carried by Tenant or any of its employees or independent contractors in the Shopping Center. Tenant shall not permit the operation of any vending machines, pinball machines, video games or other amusement devices, or pay telephones on the Leased Premises. Except as provided in Section 9.03(b) below, Tenant shall not use the areas adjacent to the Leased Premises for business purposes unless a separate written agreement providing for such use is executed between Landlord and Tenant and such use is approved by all required governmental authorities. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, trash and garbage shall be made only by way of the areas provided therefor by Landlord. Tenant shall not use or permit the use of any portion of the Leased Premises as sleeping apartments, lodging rooms, or for any unlawful purposes. No radio, television, or other similar device shall be installed exterior to the Leased Premises and no aerial shall be erected on the roof or exterior walls of the building in which the Leased Premises are located. No merchandise or other obstruction shall be placed or permitted on the Shopping Center common areas unless a separate written agreement providing for such use is executed between Landlord and Tenant and such use is approved by all required governmental authorities. Landlord may direct the use of all pest extermination and scavenger contractors at such intervals as Landlord may require.

(d) Because of the difficulty or impossibility of determining Landlord's damages by way of loss of the anticipated percentage rent from Tenant and/or other tenants or occupants of the Shopping Center, or by way of loss of value of the Shopping Center because of diminished salability or mortgageability or adverse publicity or appearance by Tenant's action, should Tenant (i) fail to take possession and open for business in the Leased Premises fully fixtured, stocked and staffed on the Commencement Date, or (ii) abandon, leave, vacant or desert the Leased Premises, or (iii) cease operating or conducting Tenant's business in accordance with the terms of this Section 8.02, or (iv) fail or refuse to maintain business hours on such days or nights or any part thereof as provided in this Section 8.02, then and in any of such events (hereinafter collectively referred to as "failure to do business"), Landlord shall have the right, in addition to any and all other rights or remedies Landlord may have under this Lease or at law or in equity, at Landlord's option to treat such failure to do business as a default by Tenant hereunder. Tenant's failure to do business as herein required shall entitle Landlord, in addition to all other remedies provided in this Lease, to mandatory injunctive relief.

SECTION 8.04 CARE OF PREMISES.

Tenant shall keep the Leased Premises (including the service areas adjacent to the Leased Premises, show windows and signs) orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Leased Premises and arrange for the regular pick up of such trash and garbage at Tenant's expense. Tenant shall not burn any trash or garbage at any time in or about the Shopping Center. If Landlord shall provide any services or facilities for such pick up (including trash compactors), then Tenant shall be obligated to use the same and shall pay a proportionate share of the actual cost thereof within ten (10) days after being billed therefor. In the event Tenant fails to keep the Leased Premises in the condition called for above after any applicable notice and cure period, Landlord may enter upon the Leased Premises and have all rubbish, dirt, trash and garbage removed and the sidewalks cleaned, in which event Tenant agrees to pay all charges incurred by Landlord therefor, which shall be deemed additional rent. Said charges shall be paid to Landlord by Tenant as soon as a bill is presented to it and Landlord shall have the same remedies as are provided in Article XX of this Lease in the event of Tenant's failure to pay said charges within ten (10) days after being billed therefor.

SECTION 8.05 WASTE OR NUISANCE.

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located, or in the Shopping Center. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loud speakers, sound amplifiers, phonographs, radios, televisions, or any other sound producing device which will excessively carry sound outside the Leased Premises. Notwithstanding the foregoing, Landlord acknowledges that Tenant shall have patio seating on the exterior front walkway of the Premises and shall have music playing at low volume within said patio area. Plumbing facilities shall be used for the purposes for which they were constructed. Any breakage, stoppage and the resultant repair cost shall be the responsibility of the Tenant.

ARTICLE IX OPERATION AND MAINTENANCE OF COMMON AREAS

SECTION 9.01 CONSTRUCTION AND MAINTENANCE OF COMMON AREAS.

Landlord shall, at Landlord's sole cost and expense, construct or have heretofore constructed, the Shopping Center, and the other improvements, if any, shown as "to be constructed by Landlord"

substantially as shown on Exhibit "A"; provided, that Landlord shall not be required to construct all of the improvements shown on Exhibit "A." Landlord agrees to cause to be operated, managed and maintained during the term of this Lease all private sidewalks, landscaping, drainage and common area lighting facilities within the Shopping Center. The parties acknowledge that the Shopping Center shall constitute Unit 2 of the Gateway of Rochester Hills Condominium, recorded on Liber 52433, Page 797, Oakland County Records, as amended (Master Deed attached hereto as Exhibit F) (hereinafter "Condo Docs"). As such, general common elements, as defined therein, shall be included within the definition of common areas herein. Landlord's contribution toward maintenance of said common elements shall be payable by Landlord to the Gateway of Rochester Hills Condominium Association, as assessed pursuant to the Master Deed ("Association Dues"). The manner in which such areas and facilities shall be maintained and operated and the expenditures therefor shall be at the sole discretion of Landlord and the use of such areas and facilities shall be subject to such reasonable regulations as Landlord shall make from time to time.

SECTION 9.02 TENANT'S PRO RATA SHARE OF EXPENSES.

(a) Tenant agrees to pay to Landlord in the manner hereinafter provided, but not more often than once each calendar month, Tenant's proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing and protecting, lighting, insuring (including self-insurance and the payment of deductible amounts under insurance policies), repairing, replacing damaged and worn items, and maintaining the entire Shopping Center, including, without limitation, the common areas, all interior and/or exterior service corridors, all buildings and permanent improvements upon the Shopping Center, decorative walls, clocks and other architectural features, off-site utility systems (including any on site and or off site storm sewer and or water detention systems), any other privately-owned and publicly-owned areas adjacent or nearby the Shopping Center which Landlord has contracted to maintain, repair or replace, if any (including any off-site parking areas) . Such costs and expenses shall include, but not be limited to Association Dues, illumination and maintenance of Shopping Center signs, whether located on or off the Shopping Center Site; general cleaning and lighting; all water consumed in the Shopping Center except water consumed by tenants whose usage has been individually sub-metered by Landlord, all utilities utilized to provide centralized air conditioning to the Shopping Center, sanitary sewer charges (subject to Section 13.01(c) hereof); snow removal, landscape maintenance and replacements, roof maintenance and replacements; paving material maintenance and replacement (including parking lot crackfilling/patching and sealing); waste management services; decorations; premiums for liability and property insurance; supplies; total compensation and benefits (including premiums for workers' compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section 9.02. For the purpose hereof, any charges for utilities contained in the foregoing costs and expenses shall be at the same rates as the rates for comparable service from the applicable utility company serving the area in which the Shopping Center is located. Cost of operation and maintenance shall include: (i) the amortization (including interest) of the cost of acquiring and installing the equipment used in maintenance and any equipment and facilities acquired to reduce energy consumption or to otherwise reduce such costs and expenses of operating and maintaining such common areas; and (ii) all costs and expenses in connection with the operation, repair, replacement and maintenance of such common areas and all buildings and permanent improvements upon the Shopping Center, including, without limitation, legal, architectural and engineering fees. Collectively the foregoing shall be deemed "**Operating Costs**". Tenant's proportionate share of the costs and expenses Landlord incurs in operating, equipping, policing, protecting and maintaining the Shopping Center, as provided in this Section 9.02.(a), shall exclude each of the following:

(i) any repairs, restoration or other work occasioned by fire, wind, the elements or other casualty typically insured against by landlords of facilities like the Shopping Center, provided, however, that Landlord's deductible [not to exceed One Hundred Thousand (\$100,000.00) Dollars] shall be an includable expense;

(ii) any expenses that are reimbursed by the _____

(iii) income and franchise taxes of Landlord;

(iv) expenses incurred in the leasing to or procuring of tenants for the Shopping Center, including leasing commissions and any renovations of leasable space for new tenants, and any legal fees incurred in connection with a particular tenant;

(v) interest or principal payments on any mortgage or other indebtedness of Landlord, or payment under any ground lease;

(vi) any depreciation allowance or expense;

(vii) the removal or remediation of Hazardous Materials which it is Landlord's obligation to remediate under Section 8.02.B(iii) above; and

(viii) with respect to any capital expenditures, the cost thereof shall be amortized over the useful life thereof as determined by Landlord's independent certified public accountants and included in the base against which Tenant's Proportionate Share is determined only to the extent so amortized for any calendar year during the term of this Lease;

(ix) costs of any marketing or promotional fund or material which Landlord may hereafter establish or incur;

(x) cost of construction allowances provided to other tenants;

(xi) costs of any services furnished to other tenants but which Landlord does not make available to Tenant;

(xii) cost of repairs or maintenance caused or necessitated by the negligence of Landlord, its agents, contractors or employees; or

(xiii) the cost of acquisition of the building site and any costs of original construction of the Shopping Center, the building in which the Premises are to be located or the common areas or any expansion.

(b) Tenant's proportionate share of such costs and expenses shall be computed by multiplying the total of such costs and expenses by a fraction, the numerator of which shall be the Gross Leasable Floor Area of the Leased Premises and the denominator of which shall be the sum of the Gross Leasable Area of the Shopping Center, not including outdoor sales or outdoor dining areas.

(c) Tenant's proportionate share of such costs and expenses with respect to each calendar year during the term of this Lease shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord, or Landlord may, at its sole option, bill such costs and expenses monthly in arrears. Subsequent to the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's proportionate share of such costs and expenses for such period. If the total amount paid by Tenant under this Section 9.02 for any calendar year is less than the actual amount due from Tenant for such year as shown on such statement, 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 the furnishing of each such statement, and if the total amount paid by Tenant hereunder for any such calendar year exceeds such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section 9.02. or refunded to Tenant if overpayment occurs in the last lease year of Tenant's possession. **Tenant may, at Tenant's sole cost and expense, audit Landlord's Operating Costs once annually.** For the calendar years in which this Lease commences and terminates, the provisions of this Section 9.02 shall apply, and Tenant's liability for its proportionate share of such costs

and expenses for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the term of this Lease is in effect.

SECTION 9.03 USE OF COMMON AREAS.

a) The term "common areas" as used in this Lease, shall mean the parking areas under Landlord's control, pedestrian sidewalks, service drives, landscaped areas, water, sanitary and storm sewer lines not publicly dedicated and maintained, elevators and stairs not contained in leased areas, the common elements defined in the Condo Docs, public restrooms and comfort stations, or other improvements which may, at the commencement of the term hereof and at any time during such term, be provided upon the Shopping Center for the convenience and use of the tenants of the Shopping Center and their respective subtenants, agents, employees, customers, invitees, and any other licensees of Landlord, but excluding publicly owned and maintained sidewalks, roads and streets, unless otherwise noted. The term "common areas" shall also include any on and off-site Shopping Center signs, directional signs and markers and on and off-site traffic regulation and control signs and devices, and any other facilities or areas, whether within or outside the Shopping Center, as may be designated by Landlord from time to time. The use and occupancy by Tenant of the Leased Premises shall include the use, in common with all others to whom Landlord has or may hereafter grant rights to use the same, including but not limited to those allowed use pursuant the Condo Docs, of the common areas, and of such other facilities as may be designated from time to time, subject, however, to rules and regulations for the use thereof as prescribed from time to time by Landlord. Tenant shall be responsible for compliance with such rules and regulations by the employees, agents, visitors and invitees of Tenant.

Tenant and its employees, subtenants, licensees and concessionaires shall park their cars, trucks, motorcycles or any other motor vehicle ("vehicles") only in areas specifically designated from time to time by Landlord for that purpose. If Tenant or its employees park vehicles in violation of the prohibitions contained in this Section 9.03 and such violation occurs more than once in any calendar year and landlord has previously given notice to Tenant of such violation, then Landlord may, at its option, charge Tenant, and Tenant shall pay Landlord as additional rent Twenty-Five (\$25.00) Dollars per day per employee vehicle parked in any area prohibited for employee parking (including designated areas of municipally-owned parking lots, increased annually by the increase in the Consumer Price Index), or Landlord may have such vehicles towed from the prohibited parking area at Tenant's expense. Vehicle license numbers of employees', subtenants', licensees' and concessionaires' shall be furnished to Landlord upon Landlord's request. Landlord shall have the right (but not the obligation) to utilize portions of the common areas for attendant or valet parking. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area, abide by any requirement of the City of Rochester Hills or to discourage non-customer parking; and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof.

Notwithstanding the foregoing, the parties acknowledge and agree that provided City of Rochester Hills issues a permit for same, and further provided that the parties agree to size, scope and specifications thereof, Tenant shall be entitled to employ the area marked on Exhibit A as "Dining Patio" for its Permitted Use, weather permitting. Tenant's use of the Dining Patio shall be in compliance herewith, including as it relates to the Condo Docs and City Ordinance. Tenant shall have exclusive control over said Dining Patio, and, provided it's use is approved by Rochester Hills, shall not be included in the common areas of the Shopping Center. Tenant shall maintain the area of the Dining Patio. Said area shall be deemed under Tenant's sole custody and control.

**ARTICLE X
ALTERATIONS AND SIGNS**

SECTION 10.01 ALTERATIONS BY TENANT.

Tenant shall not make or cause to be made any alterations, additions or improvements to the Leased Premises, which prohibition includes the installation of any exterior signs, canopies or awnings or any floor covering, interior or exterior lighting, partitions, plumbing fixtures, shades, security gates, or make any changes to the exterior of the Leased Premises, or the mechanical, electrical or sprinkler systems thereof, without the prior written reasonable approval of Landlord. Tenant shall present to Landlord plans and specifications for such work and all such work shall be accomplished, in accordance with such plans and specifications. Any alteration, addition or improvement to the Leased Premises made by Tenant which has not received the prior written approval of Landlord shall be deemed to be a default in this Lease entitling Landlord, at its option, either to terminate this Lease in accordance with the provisions of Section 20.01 hereof or to remove the same. In the event Landlord elects not to exercise either of the foregoing options, Tenant shall in any event surrender the Leased Premises at the time of the expiration or sooner termination of this Lease in the condition existing prior to the making of any such unauthorized alteration, addition or improvement. Further, Tenant shall in any event be responsible for repairing any damage caused to the common areas of the Shopping Center, or the facilities serving the same, by virtue of any such unauthorized alteration, addition or improvement installed by or on behalf of Tenant.

SECTION 10.02 REMOVAL BY TENANT.

All alterations, decorations, additions and improvements made by Tenant shall be deemed to have attached to the leasehold and to have become the property of Landlord upon such attachment. Upon expiration of this Lease, Tenant shall not remove any of such alterations, decorations, additions and improvements, except Tenant may remove the following types of trade fixtures if Tenant repairs any damage caused by installation or removal: trade fixtures, frame boards affixed to the walls, furniture and millwork (but excluding items such as sinks, counters, bars, HVAC, and plumbing fixtures). Landlord may, however, designate by written notice to Tenant given at the time of expiration or termination of this Lease those alterations, decorations, additions and improvements which shall be removed by Tenant, and Tenant shall promptly remove the same and repair any damage to the Leased Premises caused by such removal. Notwithstanding the foregoing, trade fixtures installed by Tenant shall be removed as provided in Section 11.02(b) (ii) hereof.

SECTION 10.03 SIGNS.

(a) Except as to signage approved by Landlord, pursuant to Tenant's submittal to Landlord of its working drawings and specifications pursuant to Exhibit "G", Tenant will not place or cause to be placed or maintained anywhere within the Shopping Center, including on any exterior door, wall or window of the Leased Premises any advertising matter or other thing of any kind and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises, or any hanging sign within five feet of any such window or door, without Landlord's prior written approval. No symbol, design, name, mark or insignia adopted by the Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of any store and which are visible from the outside shall advertise any product and no handwritten signs shall be permitted. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Shopping Center; no handwritten signs shall be permitted. Tenant

further agrees to maintain any such sign, awning, canopy, decoration, lettering, advertising matter or other thing, as may be approved, in good condition and repair at all times. Tenant will have the right to install its standard signage to the maximum signage allowable by law or variance on the Premises per Landlord's approval. No sign shall exceed the frontage of the Premises. All of Tenant's signs shall be governed by the criteria set forth in Exhibit "G" attached hereto and made a part hereof. Landlord shall hereby strictly govern the point of penetration of Shopping Center fascia for mounting of signage.

(b) Notwithstanding anything to the contrary set forth in this Lease, Tenant, after obtaining all necessary permits or approvals for the installation of its sign panels, shall have the right, at no additional cost or charge under this Lease, to have an identification sign panel placed on both sides of the monument sign as located on Exhibit "A" and described in the attached Exhibit "G". Tenant shall keep and maintain its signs and sign panels in reasonably good order, condition and repair, including replacement thereof if necessary. Tenant shall give Landlord at least two (2) days' advance notice before the installation of, performance of work on, or removal of any sign panel of Tenant. Landlord shall not be responsible for any costs involved in connection with the installation, maintenance, or repair of any sign panels of Tenant on any such pylon or monument signs.

(c) Notwithstanding anything to the contrary set forth in this Lease, Tenant shall have the right, subject to municipal approvals, including the right to seek any variances, to place its prototype storefront sign on the exterior of the Leased Premises on the fascia above the Leased Premises and in the windows of the Leased Premises, and Tenant shall also have the right to hang its pre-opening banners, including, but not limited to "Coming Soon", "Now Hiring" and "Now Open" banners, and shall also have the right to display flags and streamers for a period of one month after opening, subject to municipal approval.

(d) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said Premises, and that Landlord shall control the character and size thereof.

(e) In the event Landlord determines the need to remodel, and provided Tenant's sign is in disrepair, in Landlord's discretion, Tenant shall remove any existing sign and upgrade sign at Tenant's expense and per Landlord's specifications and prior approval.

ARTICLE XI MAINTENANCE OF LEASED PREMISES

SECTION 11.01 LANDLORD'S OBLIGATIONS FOR MAINTENANCE.

Landlord shall (subject to reimbursement as provided in Section 9.02 hereof) keep and maintain the Common Areas, including the plumbing, and electrical in the Common Areas (up to the point of entry to the Leased Premises), the foundation, exterior walls, and roof of the building in which the Leased Premises are located and the structural portions of the Leased Premises, except as otherwise provided for in Section 11.02, which were originally installed by Landlord and not by previous tenants occupying the Shopping Center, in good repair; except that Landlord shall not be called upon to make any such repairs occasioned by the act or negligence of Tenant, its agents, employees, invitees, licensees or contractors, except to the extent that Landlord is reimbursed therefor under any policy of insurance permitting waiver of subrogation in advance of loss. In the event that the Leased Premises require maintenance or repairs

for which Landlord is responsible hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall not be responsible in any way for failure to perform any such maintenance or make any such repairs until a reasonable time shall have elapsed after Landlord's receipt of such notice. Landlord shall not be called upon to make any other improvements or repairs of any kind upon said premises and appurtenances, except as may be required under Articles XVIII and XIX hereof.

SECTION 11.02 TENANT'S OBLIGATIONS FOR MAINTENANCE.

(a) Except as provided in Section 11.01 hereof, Tenant shall keep and maintain in good order, condition and repair (including replacement of parts and equipment) the interior, non-structural portions of the Leased Premises and every part thereof and any and all appurtenances thereto wherever located, and including, but without limitation, the exterior and interior portion of all doors, door frames, door checks, window frames, windows and plate glass (including repair or replacement of cracked or broken glass), storefront, all plumbing and sewage facilities within the Leased Premises, including free flow up to the main sewer line, grease traps, hair traps, fixtures, heating and air conditioning and electrical systems servicing the Leased Premises, sprinkler system, walls, floors, and ceilings, and in addition, all work performed by Tenant pursuant to its plans and specifications and Section 10.01 hereof, interior walls, floors and ceilings. The plumbing and sewage facilities serving the Leased Premises shall not be used for any purpose other than that for which they are constructed, nor shall Tenant introduce any matter therein which results in blocking those facilities. Tenant hereby agrees to be responsible for any expenses incurred in connection with any breakage, stoppage or damage resulting from a violation of this provision by Tenant, its agents, employees, invitees, licensee or contractors. Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair the heating, ventilating and air conditioning equipment which services the Leased Premises, including changing filters on a bi-annual basis. Tenant shall deliver to Landlord a copy of Tenant's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within 30 days of the date Tenant takes possession of the leased premises. Tenant shall from time to time upon Landlord's request furnish proof to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Within 30 days preceding move out by Tenant, Tenant shall have the systems and equipment checked and serviced to ensure proper functioning and shall furnish Landlord proof thereof upon request.

(b) Tenant shall keep and maintain the Leased Premises in a clean, sanitary and safe condition, in accordance with the laws of the State of Michigan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting the Leased Premises. If Tenant refuses or neglects to commence or complete repairs required by Subsections A and B promptly and adequately, Landlord may, but shall not be required to, make all or any part of said repairs and Tenant shall pay the cost thereof to Landlord within thirty (30) days after an invoice is presented to it, the nonpayment of which shall entitle Landlord to exercise any remedy available to it in the event of the nonpayment of rent due to Landlord under this Lease. At the time of the expiration or sooner termination of the tenancy created herein, Tenant shall: (i) surrender the Leased Premises, including all systems covering the same, in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted; and (ii) at Tenant's sole cost and expense and in a careful manner, remove all of its trade fixtures, furniture and equipment which are not permanently affixed to the Leased Premises and repair any damage caused to the Leased Premises by such removal.

(c) Tenant shall keep the Leased Premises and all other parts of the Shopping Center free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefor by Landlord. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within such ten (10) day period shall carry with it the same consequences as failure to pay any installment of rental.

(d) Tenant, at its own expense, shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction thereof and the insurance underwriters insuring the building in which the Leased Premises are located. Tenant further agrees to comply with any and all requirements of the insurance underwriters insuring the Leased Premises.

(e) Tenant, its agents, employees, licensees or contractors shall not enter upon the Shopping Center roof without the Landlord's prior written consent. Any damage caused to the roof arising out of the entry by or on behalf of Tenant shall be the responsibility of Tenant, entitling Landlord to make all necessary roof repairs and charge the cost thereof to Tenant.

ARTICLE XII INSURANCE AND INDEMNITY

SECTION 12.01 LIABILITY INSURANCE.

Tenant shall, from the date Tenant takes possession of the Leased Premises until the end of the term hereof, keep in force and effect: (a) a commercial general liability insurance policy, protecting against claims for bodily injury, personal injury and property damage with respect to the Leased Premises and the business operated by Tenant and any other persons and entities conducting business in the Leased Premises, including steam boiler insurance if applicable, and including product liability coverage, including but not limited to (if this Lease covers premises in which food and/or beverages are sold and/or consumed) coverage for liability arising out of the consumption of food and/or beverages on or obtained at the Leased Premises and (if applicable to Tenant's business) liquor liability coverage, in which the limits for bodily injury (including personal injury and contractual liability) shall be not less than Three Million Dollars (\$3,000,000) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000); and (b) Workers' Compensation coverage as required by law and employer's liability insurance. All such policies shall name Landlord, any other parties in interest designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. All insurance required to be carried by Tenant pursuant to Article XII of this Lease shall be written by responsible insurance companies with a Best rating of at least A-: XI. Any such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. A copy of each paid-up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Landlord prior to the commencement of Tenant's work and upon renewals not less than thirty (30) days prior to the expiration of such coverage. Each five (5) years during the term of this Lease, Landlord may increase the coverage amounts required of Tenant if landlords of properties like the Shopping Center then customarily require tenants to carry higher limits. Tenant shall provide Landlord with evidence of the required increased coverage within fourteen (14) days of receipt of Landlord's'

written notification to increase coverage.

SECTION 12.02 PROPERTY INSURANCE.

(a) Landlord shall, during the entire term hereof, carry insurance for fire and special extended coverage (as determined by Landlord) insuring the improvements located within the Shopping Center, including the Leased Premises and all appurtenances thereto (except Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes), for the full insurable value thereof (with deductibles determined solely by Landlord), such insurance coverage to include the improvements provided by Landlord and Tenant (except those items which Tenant is required to insure pursuant to Section 12.02(e) hereof), and such insurance coverage may include rental interruption insurance (which rental shall include estimated costs to Tenant of taxes, assessments, insurance premiums and common area maintenance costs. Tenant shall pay its proportionate share of all charges incurred by landlord for Insurance.

(b) The cost of the premiums for all such insurance and the expenses incurred by Landlord relative to insurance appraisals, adjusters and reasonable insurance consultants' and attorneys' fees in connection therewith shall be included in the costs and expenses which Tenant pays a proportionate share of pursuant to Section 9.02 hereof, and Tenant shall pay its proportionate share thereof in accordance with said Section 9.02. Such charges may include the cost of premiums covering more than a single year, provided Landlord has paid the premiums reflected in such statements.

(c) Tenant shall provide Landlord with a certificate setting forth the cost of Tenant's Work in the Leased Premises promptly after completion thereof. Tenant shall periodically notify Landlord, in writing, of any change in the replacement value of such Tenant's Work and upon receipt thereof Landlord will adjust its insurance accordingly.

(d) Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept, in, upon or about the Leased Premises shall cause the rate of fire or other insurance on the Leased Premises or other property of Landlord in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Leased Premises for the use permitted under this Lease or to any other property for the use or uses made thereof, Tenant will pay the amount of any increases.

(e) Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes located on or within the Leased Premises, in an amount equal to not less than one hundred (100%) percent of the full replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage. Tenant shall also keep the plate glass insured and shall also maintain business interruption insurance.

(f) Tenant shall also keep the plate glass insured and to deliver the policy or policies to the Landlord and upon his failure to do so the Landlord may place such insurance and charge the same to the Tenant as so much additional rent as provided herein; but the failure on the part of the Landlord to place such insurance does not release the Tenant of the liability. Tenant also agrees to carry business interruption insurance.

SECTION 12.03 COVENANT TO HOLD HARMLESS.

Tenant will indemnify Landlord and each of the members of Landlord and save it and them harmless from and against any and all claims, actions, damages, liability and expense in connection with all losses, including loss of life, personal injury and/or damage to property arising from or out of (a) any occurrence in, upon or at the Leased Premises, (b) the occupancy or use by Tenant of the Leased Premises or any part thereof, (c) Tenant's failure to comply with any provision of this Lease, (d) any act or omission of Tenant, its agents, contractors, suppliers, employees, servants, customers or licensees, and any person or entity conducting business in the Leased Premises, and (e) any Hazardous Materials installed or introduced into the Leased Premises or the Shopping Center by Tenant (or by others at Tenant's sufferance or with Tenant's permission) in whole or in part. For the purpose hereof, the Leased Premises shall include the service areas adjoining the same and any loading platform area that may be allocated to the use of Tenant, alone or in common with others. All property kept, stored or maintained in the Leased Premises shall be so kept, stored or maintained at the risk of Tenant only. In case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

**ARTICLE XIII
UTILITY CHARGES**

SECTION 13.01 UTILITY CHARGES.

(a) Tenant shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utility used upon or furnished to the Leased Premises. Tenant shall contract directly with and shall be solely responsible to the public utility companies for the installation of service and the payment of all charges for Tenant's usage of such utility services. If Landlord shall elect to supply any of the foregoing utilities used upon or furnished to the Leased Premises, within ten (10) days of the presentation by Landlord to Tenant of bills therefor as additional rent, Tenant shall purchase and pay for such utilities, at the rates which would be applicable to Tenant as a direct customer of the public utility company which supplies such utilities to the Landlord, and shall pay all charges in connection with same, as such rates and charges are in effect from time to time covering such services. The obligation of the Tenant to pay for such utilities shall commence as of the date on which possession of the Leased Premises is delivered to Tenant, as provided for in Section 6.01 hereof, without regard to any free rental period or formal Commencement Date of this Lease. The parties covenant and agree that Landlord is to have the right to cut off and discontinue, without notice to Tenant, of water, gas and electricity, or any other service whenever and during any period for which bills for the same or for rent are not promptly paid by Tenant.

(b) Landlord shall not be liable to Tenant for any loss, damage or expense which Tenant may sustain if the quality or character of utilities used upon or furnished to the Leased Premises are no longer available or suitable for Tenant's requirements, or if said utilities are interrupted as a result of actions by the public utility companies or any cause other than Landlord's willful default. Landlord, at any time at its discretion and upon not less than one hundred eighty (180) days prior written notice to Tenant, may discontinue the furnishing of electricity or other utility to the Leased Premises and, in such case, Tenant shall contract for the supply of such electricity or other utility with the public utility company supplying electricity to the neighborhood. Tenant agrees that it will not install any equipment that will exceed or

overload the capacity of any utility facilities serving the Leased Premises and that if any equipment installed by Tenant requires additional utility facilities, the same shall be installed at Tenant's expense.

(c) If Tenant (or any other tenant of the Shopping Center) shall utilize substantial amounts of water, as determined by Landlord, Landlord shall install a water meter, at Tenant's expense, to measure such consumption. In such event, Tenant shall pay for all water consumed and related sanitary sewer charges as shown by such meter, said payment to be calculated by dividing the total amount of water utilized by Tenant by the total amount of water utilized by the Gross Leasable Floor Area of the Shopping Center and multiplying the resulting percentage by the total amount of the water and sewer bill for the Gross Leasable Floor Area of the Shopping Center as defined in the CAM charges. To the extent such water and sanitary sewer charges are paid by Tenant pursuant to this Section 13.01(c) or comparable provisions of other leases for premises in the Shopping Center, the same shall not be included in the expenses described in Section 9.02 hereof.

**ARTICLE XIV
OFF-SET STATEMENT, ATTORNMENT AND SUBORDINATION;
LANDLORD'S MORTGAGEE'S APPROVAL OF THIS LEASE**

SECTION 14.01 OFF-SET STATEMENT.

Tenant agrees within ten (10) days after request therefor by Landlord to execute in recordable form and deliver to Landlord a statement, in writing, certifying to Landlord and/or any party designated by Landlord (a) that this Lease is in full force and effect, (b) the date of commencement of the term of this Lease, (c) that rent is paid currently without any off-set or defense thereto, (d) the amount of rent, if any, paid in advance, (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant, and (f) such other information as Landlord may reasonably request; provided that, in fact, such facts are accurate and ascertainable.

SECTION 14.02 ATTORNMENT.

Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease and agrees to execute an instrument in writing reasonably satisfactory to the new owner.

SECTION 14.03 SUBORDINATION.

Tenant agrees that this Lease shall, at the request of Landlord, be subordinate to any first mortgages or deeds of trust that may hereafter be placed upon the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in the mortgages or trust deeds shall agree to recognize the Lease of Tenant in the event of foreclosure if Tenant is not in default. Tenant also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees, that upon the request of Landlord, any mortgagee or any trustee, it shall execute whatever instruments may be required to carry out the intent of this Section 14.03. Should Tenant fail to execute any such instruments as required hereunder within ten (10) days of notice therefor, then and in that event, Tenant hereby irrevocably

appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant. This clause shall be self-operative and no further instrument required.

SECTION 14.04 REMEDIES.

Failure of Tenant to execute any of the above instruments within ten (10) days after receipt of written request to do so, shall constitute a breach of this Lease and Landlord may, at its option and in addition to the remedies in Section 14.03, cancel this Lease and terminate Tenant's interest herein or charge Tenant, as additional Rent, the sum of \$200.00 per day until such item is delivered to Landlord.

**ARTICLE XV
ASSIGNMENT AND SUBLETTING**

SECTION 15.01 ASSIGNMENT AND SUBLETTING.

(a) Notwithstanding any provision herein to the contrary or reference herein to concessionaires or subtenants or otherwise, except as provided in Section 15.01(c) below, Tenant agrees not to assign or in any manner transfer this Lease or any estate or interest therein, and not to lease or sublet the Leased Premises or any part or parts thereof or any right or privilege appurtenant thereto, and not to allow anyone to conduct business at, upon or from the Leased Premises (whether as concessionaire, franchisee, licensee, permittee, subtenant, department operator or otherwise), either by voluntary or involuntary act of Tenant or by operation of law or otherwise. Landlord has entered into this Lease with Tenant in order to obtain for the benefit of Landlord the unique attraction of Tenant's trade name set forth in Section 1.01(k) hereof and the unique merchandising mix and product line associated with Tenant's business as described in Section 8.01, and Landlord has specifically relied on the identity and special skill of Tenant in its ability to conduct the specific business identified in Sections 1.01(j) and 8.01, and the foregoing prohibition on assignment or subletting or the like is expressly agreed to by Tenant as an inducement to Landlord to lease to Tenant. In addition, if Tenant is a limited or general partnership (or is comprised of two (2) or more persons, individually or as co-partners), the change or conversion of Tenant to (i) a limited liability company, (ii) a limited liability partnership, or (iii) any other entity which possesses the characteristics of limited liability, shall be prohibited and, for the purposes of Sections 15.01(c) and 15.01(d) below, shall be deemed to be an assignment of this Lease. If Tenant, with or without the previous consent of Landlord, assigns or in any manner transfers this Lease or any interest in it, Tenant shall in no way be released from any of its obligations under this Lease.

(b) The sale, issuance or transfer of any voting capital stock of Tenant or any voting capital stock of any corporate entity which directly or indirectly controls, or any interests in any non-corporate entity which directly or indirectly controls Tenant which results in a change in the direct or indirect voting control of Tenant shall be deemed to be an assignment of this Lease within the meaning of this Section 15.01. If Tenant is a partnership, trust or an unincorporated association, then the sale, issuance or transfer of a controlling interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership, trust, unincorporated association, or corporation which directly or indirectly controls Tenant, or the transfer of any portion of any general partnership or managing interest in Tenant or in any such entity, shall be deemed to be an assignment of this Lease within the meaning of this Section 15.01.

(c) In the event Tenant desires to sublet all or a portion of the Leased Premises or assign this Lease, Tenant shall give notice to Landlord setting forth the terms of the proposed subletting or assignment. Landlord shall have the right, exercisable by written notice to Tenant within twenty (20) days after receipt of Tenant's notice to consent or refuse to consent thereto.

(d) In the event Tenant shall request the consent of Landlord to any assignment or subletting, then Tenant shall pay Landlord's reasonable attorneys' fees and processing fees incurred in connection therewith.

ARTICLE XVI LIQUOR LICENSURE.

SECTION 16.01 LIQUOR LICENSURE AND TRANSFER AT LEASE TERMINATION.

Immediately upon execution hereof, Tenant shall take steps to diligently pursue approval for a new Class C liquor license from the City of Rochester Hills and Michigan Liquor Control Commission. Tenant shall submit application for liquor licensure within fourteen (14) days of execution hereof. If Tenant fails to make said application as stated herein, then Landlord may terminate this Lease with no further obligation to either party. Landlord shall make good faith effort to aid in obtaining said license. Tenant shall be responsible for any and all costs associated with obtaining such licensure, including, but not limited to, attorneys', permit application, and consulting fees.

In the event Tenant is not approved by the City of Rochester Hills for a new Class C Liquor License, Tenant shall have the option, in its sole discretion, to waive the contingency for issuance of a new Class C Liquor License and to instead purchase an escrowed Class C Liquor License, in which event Tenant shall retain all right, title and interest in the Liquor License. In the event that the Tenant elects to acquire an escrowed Class C Liquor License for the Leased Premises, the Liquor License shall be assigned as collateral for Tenant's full and faithful performance on this Lease, and Landlord and Tenant shall enter into a Collateral Assignment Agreement providing that Landlord may perfect its security interest in the Liquor License by filing a UCC-1 with the State of Michigan naming said escrowed Class C Liquor License as collateral. Tenant's full performance on the **entire** Lease **through** the natural termination thereof, shall satisfy all of its obligations to the Landlord with respect to the purchased Class C Liquor License, and Landlord shall promptly take all steps necessary to release the lien on the Liquor License.

Further, the parties agree that in the event the Tenant is awarded a new Quota Class C Liquor License by Rochester Hills, the license shall stay with the Leased Premises, and shall not be transferred by the Tenant to another location. Tenant shall enter into an assignment agreement whereby Tenant shall assign liquor license to Landlord upon termination of operations at the Leased Premises.

SECTION 16.02 LEASE CONTINGENCY – LIQUOR LICENSING.

This Lease shall be specifically contingent upon the following:

- (A) The approval of the Rochester Hills and the Michigan Liquor Control Commission ("MLCC") for issuance of a new quota Class C Liquor License to the Tenant for its use at the Leased Premises, which tentative approval and/or purchase of liquor license shall be satisfied in the ninety (90) day period following Lease execution; or in Tenant's sole discretion, the acquisition of an escrowed Class C Liquor Licensee for the Leased Premises within said ninety (90) day period.

AND

- (B) The approval of the Rochester Hills Planning and Building Departments for the Tenant's use of the Leased Premises as a restaurant with the on-premise consumption of alcohol, including outdoor service area, according to Tenant's plans and specifications as approved by Landlord, which tentative approval and/or purchase of liquor license shall be satisfied in the forty five (45) day period following Lease execution.
- (C) The appropriation of an Escrowed Class C Liquor License through purchase, if unable to obtain a Quota Class C Liquor License within the ninety (90) day period.

No later than ninety (90) days from Lease execution, Tenant shall notify Landlord whether it has been successful in obtaining such approvals. If, within the ninety (90) day contingency period, Tenant indicates that it is unable to obtain such approval; or fails to notify Landlord of its successful appropriation of said liquor license, then and in that event, the Lease shall be terminated and of no further effect, and deposit monies shall be immediately refunded.

ARTICLE XVII TRADE NAME

SECTION 17.01 CHANGE OF NAME.

Tenant agrees: (a) to operate its business in the Leased Premises under Tenant's Trade Name set forth in Section 1.01(k) hereof so long as the same shall not be held to be in violation of any applicable law; (b) not to change the advertised name without the prior written approval of Landlord; and (c) to refer to the Shopping Center as "The Gateway" or such other name selected by Landlord from time to time in designating the location of the Leased Premises in all newspaper, magazine, catalogue and other advertising and in all other references to the location of the Leased Premises.

SECTION 17.02 SOLICITATION OF BUSINESS.

Tenant and Tenant's employees and agents shall not solicit business in the common areas, nor shall Tenant distribute any handbills or other advertising matter in the common areas.

ARTICLE XVIII DESTRUCTION OF LEASED PREMISES

SECTION 18.01 RECONSTRUCTION OF DAMAGED PREMISES.

(a) In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty insured under the insurance carried by Landlord so as to become partially or totally untenable, then the damage to the Leased Premises shall be promptly repaired (unless Landlord shall elect not to rebuild as hereinafter provided), and the fixed minimum annual rental and other charges shall be abated in proportion to the floor area of the Leased Premises rendered untenable. Payment of full rental so abated shall commence and Tenant shall be obligated to reopen for business on the thirtieth (30th) day following the date that Landlord advises Tenant that the Leased Premises are tenantable, unless Tenant opens or uses Leased Premises for storage at an earlier time in the damaged area or remains open in such area following destruction or damage, in which event there shall be no abatement or any such abatement shall terminate as of the date of Tenant's earlier reopening. If the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as

a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay.

(b) Any amount expended by Landlord in repairing the Leased Premises in excess of the proceeds of insurance received by Landlord pursuant to Section 12.02(a) of this Lease allocated to the Leased Premises shall be repayable by Tenant to Landlord within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such excess. Landlord shall reconstruct the Leased Premises in accordance with the working drawings originally approved by Landlord or (at Landlord's sole election) with new drawings prepared by Tenant and acceptable to Landlord and Tenant. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings, equipment, signs and/or personal property. If Landlord repairs or rebuilds, Tenant, at Tenant's sole cost, shall repair or replace Tenant's merchandise, trade fixtures, furnishings, equipment, signs and personal property in a manner and to at least a condition equal to that prior to the damage or destruction thereof.

(c) Notwithstanding the foregoing, there shall be no abatement of rental if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act of the Tenant, his agents or employees.

(d) If (i) more than thirty-five (35%) percent of the Gross Leasable Floor Area of the building in which the Leased Premises are located or of the Shopping Center shall be damaged or destroyed by fire or other casualty, or (ii) during the last three (3) years of the term hereof more than twenty-five (25%) percent of the Gross Leasable Floor Area of the Leased Premises or of the building in which the Leased Premises are located or of the Shopping Center shall be damaged or destroyed by fire or other casualty, or (iii) all or any part of the Shopping Center or said building or the Leased Premises are damaged or destroyed at any time by the occurrence of any risk not insured under the insurance carried by Landlord, then Landlord, at its sole option, may terminate this Lease by giving written notice to Tenant of Landlord's election so to terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction.

SECTION 18.02 WAIVER OF SUBROGATION.

Landlord and Tenant remise, release and discharge the other, and any officer, agent, employee or representative of such party, of and from any liability arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

ARTICLE XIX EMINENT DOMAIN

SECTION 19.01 TOTAL CONDEMNATION OF LEASED PREMISES.

If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, or by deed in lieu thereof, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of possession.

SECTION 19.02 PARTIAL CONDEMNATION.

(a) If less than the whole but more than twenty-five (25%) percent of the Gross Leasable Floor Area of the Leased Premises shall be taken under eminent domain, Tenant shall have the right either to terminate this Lease and declare same null and void, or, subject to Landlord's right of termination as set forth in Section 19.02(b) hereof, to continue in the possession of the remainder of the Leased Premises, and shall notify Landlord in writing within ten (10) days after such taking of Tenant's intention. In the event Tenant elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed minimum annual rental shall be reduced in proportion to the Gross Leasable Floor Area of the Leased Premises, if any, taken and Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to the basic building, as originally installed by Landlord, so as to constitute the remaining Leased Premises a complete architectural unit.

If twenty-five (25%) percent or less of the Gross Leasable Floor Area of the Leased Premises shall be so taken, the lease term shall cease only on the part so taken as of the day possession shall be taken by such public authority and Tenant shall pay rent up to that day, with an appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking, and thereafter the fixed minimum annual rental shall be reduced in proportion to the amount of the Gross Leasable Floor Area of the Leased Premises taken. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building, as originally installed by Landlord, so as to constitute the remaining Leased Premises a complete architectural unit.

(b) If more than fifty (50%) percent of the building in which the Leased Premises are located or more than fifty (50%) percent of the Gross Leasable Floor Area of the Leased Premises shall be taken under power of eminent domain, Landlord may, by written notice to Tenant delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

SECTION 19.03 LANDLORD'S AND TENANT'S DAMAGES.

All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Leased 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 Leased Premises; provided, however, that Landlord shall not be entitled to awards made for depreciation to, cost of removal of, or the purchase of Tenant's stock and fixtures, whether movable or immovable; for relocation expenses, for business interruption and/or purchase of Tenant's business as a going concern.

**ARTICLE XX
DEFAULT OF THE TENANT**

SECTION 20.01 RIGHT TO RE-ENTER.

Tenant shall be in "Default" of this Lease if: (a) Tenant fails to pay any rent or other charges due under this Lease within seven (7) days after written notice that the same is past due; (b) Tenant fails to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default is given to Tenant (which thirty (30) day period shall be reasonably extended if Tenant is unable to complete its cure within such thirty (30) day period and Tenant commenced the cure within the thirty (30) day period and is diligently pursuing the cure to completion); (c) Tenant abandons the Leased Premises; or (d) any of the events of bankruptcy or insolvency described in Article XXI occur. Upon a Default, the Landlord, in addition to other rights or

remedies it may have, may declare this Lease terminated and the Term ended, accelerate and declare all rent immediately due and payable and/or to have the immediate right of re-entry. If Landlord exercises its right to re-entry, Landlord may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage that may result from Landlord's reasonable handling of the property.

SECTION 20.02 RIGHT TO RELET.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased 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 from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average fixed minimum annual rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter, together with all other charges payable hereunder.

SECTION 20.03 LEGAL EXPENSES.

In case suit shall be brought or attorney otherwise consulted, for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept and performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorneys' fees. Should a court of applicable jurisdiction award judgement in Tenant's favor in a cause of action brought against Landlord for Landlord breach of Lease, then Landlord shall reimburse Tenant for its reasonable attorneys' fees and costs.

SECTION 20.04 WAIVER OF RIGHT OF REDEMPTION.

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant, to the maximum extent permitted by Law, hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

SECTION 20.05 WAIVER OF JURY TRIAL.

The parties hereto shall and they hereby do waive trial by jury in any action brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage.

SECTION 20.06 CURING OF TENANT'S DEFAULT BY LANDLORD.

Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this Lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within the time provided in Section 20.01 hereof or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees with interest at fifteen (15%) percent per annum from the date of such payment or expenditure by the Landlord, shall be deemed to be additional rent and shall be paid by Tenant on the day when rent shall next become due and payable.

**ARTICLE XXI
BANKRUPTCY OR INSOLVENCY**

SECTION 21.01. TENANT'S INTEREST NOT TRANSFERABLE. Tenant's interest in this Lease shall not pass to any trustee, receiver, or assignee for the benefit of creditors except as may specifically be provided by the Bankruptcy Code (11 USC § 101 et. seq.) or otherwise by operation of law.

SECTION 21.02. TERMINATION. This Lease shall automatically terminate upon the occurrence of any of the following: (a) Tenant's interest in this Lease is taken in execution or by other process of law; (b) bankruptcy proceedings are instituted by Tenant; (c) bankruptcy proceedings are instituted against Tenant and are not dismissed within sixty (60) days; (d) Tenant makes any assignment for the benefit of creditors; or (E) a receiver or trustee is appointed for Tenant or its property.

SECTION 21.03. RIGHTS AND OBLIGATIONS UNDER THE BANKRUPTCY CODE. The parties acknowledge and agree that this a Lease of real property in a "retail area" and, therefore, that Section 365(b)(C)(3) of the Bankruptcy Code is applicable to any proposed assumption of this Lease in a bankruptcy case. Landlord shall specifically be entitled to recover attorneys' fees, costs and expenses in accordance with 11 U.S.C. Section 503 as a result of

Landlord's participation in any bankruptcy proceedings.

**ARTICLE XXII
ACCESS BY LANDLORD**

SECTION 22.01 RIGHT OF ENTRY.

Landlord or Landlord's agent shall have the right to enter the Leased Premises at all reasonable times to examine same, and to show them to prospective purchasers or mortgagees of the building. If Premises is not being maintained per the Lease, Landlord, via written notice, may ask that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs within a reasonable amount of time and complete the same with reasonable dispatch, Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made. If Landlord makes or causes to be made such repairs, the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at fifteen (15%) percent per annum.

During the six months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Leased Premises to prospective tenants and place upon the Leased Premises the usual notices "To Let" or "For Rent" which notices Tenant shall permit to remain thereon without molestation.

**ARTICLE XXIII
TENANT'S PROPERTY**

SECTION 23.01 TAXES ON TENANT'S PROPERTY.

Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by Tenant.

SECTION 23.02 LOSS AND DAMAGE.

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons or entities occupying the Shopping Center or adjoining premises or any part of the premises adjacent to or connected with the Leased Premises or any part of the building of which the Leased Premises are a part, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer pipes or for any damage or loss of property within the Leased Premises from any cause whatsoever.

SECTION 23.03 NOTICE BY TENANT.

Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Leased Premises are a part or of defects therein or in any fixtures or equipment.

**ARTICLE XXIV
HOLDING OVER; SUCCESSORS**

SECTION 24.01 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 the minimum rent of ONE HUNDRED TWENTY FIVE (125%) Percent per day of the then current monthly fixed minimum annual rental provided for in Sections 1.01(f) and 3.01 hereof together with all other rental and charges herein provided and shall otherwise be on the terms and conditions herein specified, so far as applicable, and Landlord may further adjust said rate by giving Tenant ten (10) days prior written notice. Tenancy will remain month to month until terminated by either party and Tenant returns possession to Landlord in the condition required herein. In the event Tenant remains in possession of the Leased Premises after the expiration of the term of this Lease without Landlord's consent, then, in addition to any and all rights Landlord may have as a result thereof, Tenant shall also pay to Landlord all damages sustained by Landlord as a result of retention of possession by Tenant, including but not limited to the loss of any proposed subsequent tenant for any portion of the Leased Premises. This provision in no way gives the Tenant the right to be a hold over Tenant or to remain on the Premises after the expiration of the then current term.

SECTION 24.02 SUCCESSORS.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 15.01 hereof.

**ARTICLE XXV
RULES AND REGULATIONS**

SECTION 25.01 RULES AND REGULATIONS.

Tenant agrees to comply with and observe all rules and regulations established by Landlord from time to time, provided the same shall apply uniformly to all tenants of the Shopping Center. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants.

**ARTICLE XXVI
QUIET ENJOYMENT**

SECTION 26.01 LANDLORD'S COVENANT.

Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or entity lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XXVII
SECURITY PROVISION**

SECTION 27.01 SECURITY DEPOSIT.

Upon execution of this Lease, Tenant shall deposit and the Landlord shall hereby acknowledge receipt of Tenant's check in the sum of the Security Deposit set forth on page 1 of this Agreement (provided that such check shall not be deemed payment until honored and paid by the drawee) ("Security"). The Security shall be retained by Landlord for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions and agreements; the Landlord may so apply the Security, at its option; and Landlord's right to the possession of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this Security. The said sum, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of Tenant's breach of the covenants, conditions and agreements of this Lease, is to be returned to the Tenant without interest when this Lease is terminated, according to these terms, and in no event is the said Security to be returned until the Tenant has vacated the Leased Premises and delivered possession to the Landlord and all obligations of Tenant under this Lease have been fully performed. In the event that the Landlord repossesses itself of the Leased Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions and agreements of this Lease, the Landlord may apply the said Security upon all damages suffered to the date of said repossession and may retain the said Security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obligated to keep the said Security as separate fund, but may mix the said Security with its own funds.

**ARTICLE XXVIII
MISCELLANEOUS**

SECTION 28.01 WAIVER.

One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing signed by Landlord. Whenever Tenant shall claim under any provision of this Lease requiring Landlord not to unreasonably withhold its consent or approval that Landlord has so unreasonably withheld its consent or approval, Tenant shall have no claim for damages by reason of such alleged withholding, and Tenant's sole remedy therefor shall be declaratory or injunctive relief, but in any event without the recovery of damages.

SECTION 28.02 ENTIRE AGREEMENT.

This Lease and the Exhibits, Addenda and Rider(s), if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration,

amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties.

SECTION 28.03 INTERPRETATION AND USE OF PRONOUNS.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. In the event any language is deleted from this Lease, said language shall be deemed to have never appeared and no other implication shall be drawn therefrom.

SECTION 28.04 DELAYS.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, act of God, or other reason of a like nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 28.04 shall not operate to excuse Tenant from prompt payment of rent or any other payments required by the terms of this Lease, even in the event of instances listed above.

SECTION 28.05 NOTICES.

Unless specifically stated to the contrary in this Lease, any notice, demand, request, consent, approval or other instrument which may be or is required to be given under this Lease shall be in writing, shall be sent by United States certified mail, return receipt requested, postage prepaid, or by recognized overnight delivery service (provided that such service is able to provide evidence of receipt or refusal of delivery), shall be deemed to have been given upon depositing in the mail with postage prepaid, and shall be addressed (a) if to Landlord, to the address set forth in Section 1.01(l) hereof, or at such other address as Landlord may designate by written notice, and (b) if to Tenant, at the address set forth in Section 1.01(m) hereof, or at such other address as Tenant shall designate by written notice.

SECTION 28.06 CAPTIONS AND SECTION NUMBERS.

The captions, section numbers, article numbers, and index 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 sections or articles of this Lease nor in any way affect this Lease.

SECTION 28.07 BROKER'S COMMISSION.

Each of the parties represents and warrants that, except for **MID-AMERICA REAL ESTATE - MICHIGAN** ("Broker"), there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith. Landlord shall pay all commissions due Broker arising out of this Lease pursuant to a separate agreement.

SECTION 28.08 RECORDING.

Tenant shall not record this Lease without the written consent of Landlord.

SECTION 28.09 FURNISHING OF FINANCIAL STATEMENT.

Upon Landlord's written request, but only in connection with Landlord's sale or refinancing of an interest in this Shopping Center, Tenant shall promptly furnish Landlord certified financial statements reflecting Tenant's current financial condition and such other information pertaining to the operations of Tenant as Landlord may reasonably require. Landlord agrees to keep confidential any information acquired by Landlord pursuant to this Section except that Landlord shall be entitled to divulge such information to the following: (a) Landlord's attorney, accountant or business advisor; (b) any lender or mortgagee or prospective mortgagee or lender of all or any portion of Landlord's interest in the Shopping Center; (c) any governmental authority having competent jurisdiction and valid power or authority to compel such information; (d) any court, person, agency or organization as a result of any actual litigation filed in connection with this Lease; (e) any prospective purchaser of all or any portion of Landlord's interest in the Shopping Center; or (f) Landlord's owners, and the owners or other interest holders of such owners, and their respective attorneys, accountants and business advisors. Prior to divulging such information to such third parties, Landlord shall require that each such third party keep the information confidential.

SECTION 28.10 LANDLORD'S USE OF COMMON AREAS.

Landlord reserves the right, from time to time, to utilize portions of the common areas for promotional events, entertainment, outdoor shows and civic functions, or such other uses which in Landlord's judgment tend to attract the public. Further, Landlord reserves the right to utilize all lighting standards, kiosks, and all other areas for advertising purposes.

SECTION 28.11 TRANSFER OF LANDLORD'S INTEREST.

In the event of any transfer or transfers of Landlord's interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, including, but not limited to, any obligation to Tenant with respect to the security deposit referred to in Section 27.01 hereof upon assignment of same to the transferee, provided that (a) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (b) notice of such sale, transfer or Lease shall be delivered to Tenant thereafter or prior thereto as required by law. No holder of a mortgage to which this Lease is or may be subordinate shall be responsible in connection with the security deposited hereunder, unless such mortgagee or holder of such deed of trust or lessor shall have actually received the security deposited hereunder.

SECTION 28.12 INTEREST ON PAST DUE OBLIGATIONS.

Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at a rate per annum equal to the lesser of: (i) fifteen percent (15%); and (ii) the highest rate legally permitted to be charged to Tenant, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

SECTION 28.13 INTENTIONALLY DELETED.

SECTION 28.14 ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

SECTION 28.15 EXECUTION OF LEASE; NO OPTION.

The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Leased Premises or any other premises situated in the Shopping Center. Execution of this Lease by Tenant shall be irrevocable. The return to Landlord of Tenant-executed copies of this Lease shall not be binding upon Landlord, notwithstanding any preparation or anticipatory reliance or expenditures by Tenant or any time interval, until Landlord has in fact executed and actually delivered a fully-executed copy of this Lease to Tenant.

SECTION 28.16 GOVERNING LAW.

This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to principles of conflicts of laws. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

SECTION 28.17 NAME OF SHOPPING CENTER.

The Shopping Center in which the Leased Premises are located is presently known as "The Gateway" Landlord hereby reserves the right at any time and from time to time, without notice to Tenant, to change the name of said Shopping Center at Landlord's sole discretion.

SECTION 28.18 SURVIVAL.

All provisions that logically ought to survive termination of this Lease shall survive, regardless of whether survival is specifically recited for each such provision.

SECTION 28.19 TIME.

Time is of the essence for purposes of the payment of rent and other sums due under this Lease.

[SIGNATURES ON FOLLOWING PAGE]

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

LANDLORD:

Gateway 2, LLC,
a Michigan limited liability company

By:  _____

MANAGER

TENANT:

Baldwin's Brasserie, LLC,
a Michigan limited liability company

By:  _____

MANAGER

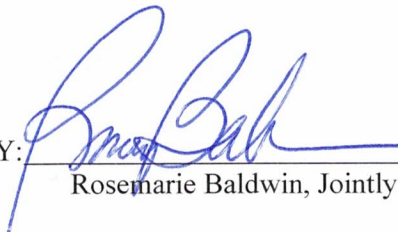
GUARANTY

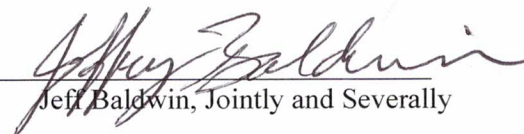
In consideration of the letting of the Leased Premises in this Lease to Tenant, the receipt and sufficiency of which is hereby acknowledged, the undersigned guarantor(s) do hereby jointly and severally guarantee for the punctual payment of the rent, additional rent, other payments and performance of the covenants and conditions in the Lease, to be paid and performed by the Tenant therein. If any default shall at any time be made therein, the guarantor(s) do hereby jointly and severally promise and agree to pay unto the Landlord the said rent, additional rent and other payments that may be due, and fully satisfy the covenants and conditions of the Lease, and all damages that may occur by reason of the non-fulfillment thereof, without requiring notice or proof of the demand being made. The Landlord shall not be held to strict construction adopted in cases of principal and surety. The guarantor(s) shall not have the right to claim discharge, or plead by way of defense any extension of time given by the Landlord, failure of the Landlord to give notice of default, receipt by the Landlord of securities from the Tenant, failure of the Landlord to pursue the Tenant and its property with due diligence or to apply remedies and other securities which may possibly be available to the Landlord by any direct release, unless it be in writing duly authorized and executed. The liability of the guarantor(s) shall be primary and Landlord need not first institute suit against the Tenant or to recover the Leased Premises in order to enforce this guaranty. Provided that Tenant is not in default at end of the sixty third (63rd) month, nor has had more than three cured defaults in any twelve (12) month period, then and in that event, this Guarantee shall expire at the end of the sixty-third month of the Lease.

The undersigned Guarantor understands and agrees that providing notice to the Tenant of default as required under the Lease shall satisfy Landlord's requirement to provide notice to Guarantor. Furthermore, Guarantor agrees that venue shall be proper in the courts of the State of Michigan.

Any provisions contained in this Lease Agreement shall be subject to ordinances and regulations of all governmental agencies having jurisdiction.

Dated:

BY: 
Rosemarie Baldwin, Jointly and Severally

BY: 
Jeff Baldwin, Jointly and Severally

HOME ADDRESS:

ACKNOWLEDGMENT OF LANDLORD

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the MANAGER of _____, a Michigan limited liability company, and that said instrument was signed on behalf of said limited liability company and corporation, and said signatory acknowledged before me said instrument to be the free act and deed of said limited liability company.

Printed Name: _____
Notary Public, _____ County, Michigan
My Commission Expires: _____

ACKNOWLEDGMENT OF CORPORATE TENANT

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 2022, before me personally appeared _____ to me personally known, who, being by me duly sworn, did for himself/herself say that he/she is the MANAGER of _____, a Michigan limited liability company, and that said instrument was signed on behalf of said corporation by authority of its Members and said signatory acknowledged before me said instrument to be the free act and deed of said company.

Printed Name: _____
Notary Public, _____ County, Michigan
My Commission Expires: _____

ACKNOWLEDGMENT OF GUARANTOR

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 2022, before me personally appeared _____ to me personally known, who, being by me duly sworn, did for himself/herself execute the Guaranty as his/her free act and deed.

Printed Name: _____
Notary Public, _____ County, Michigan
My Commission Expires: _____