


Fill in this information to identify the case:

Debtor 1 Houlihan's Restaurants, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware 

Case number 19-12416

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Bayshore Shopping Center Property Owner, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else? No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? **Where should notices to the creditor be sent?** **Where should payments to the creditor be sent? (if different)**

Bayshore Shopping Center Property Owner, LLC
c/o L. Katie Mason, Esq., Quarles & Brady LLP

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Name	_____	Name	_____
411 E. Wisconsin Ave., Suite 2400	_____	Number	Street
Milwaukee WI 53202	_____	City	State ZIP Code
City State ZIP Code	_____	City	State ZIP Code
Contact phone <u>414-277-3018</u>	_____	Contact phone	_____
Contact email <u>katie.mason@quarles.com</u>	_____	Contact email	_____

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FEB 27 2020

KURTZMAN CARSON CONSULTANTS Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed? No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 745,787.70 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
Lease - see attached summary

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
 Value of property: \$ _____
 Amount of the claim that is secured: \$ _____
 Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 239,098.98

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 2/26/2020
MM / DD / YYYY

L. Katie Mason
Signature

Print the name of the person who is completing and signing this claim:

Name L. Katie Mason
First name Middle name Last name

Title Attorney for Landlord

Company Quarles & Brady LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

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FEB 27 2020

Address 411 E. Wisconsin Ave., Suite 2400
Number Street

Milwaukee WI 53202
City State ZIP Code

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February 26, 2020

VIA FEDERAL EXPRESS

HRI Claims Processing Center
c/o KCC
222 N. Pacific Coast Hwy., Suite 300
El Segundo, CA 90245

RE: Proof of Claim of Bayshore Shopping Center Property Owner, LLC in *In re
Houlihan's Restaurants, Inc.*, Case No. 19-12416

Dear Claims Agent:

Enclosed you will find the proof of claim of Bayshore Shopping Center Property Owner, LLC against the debtor Houlihan's Restaurants, Inc., along with attachments to the proof of claim. Please file the attached proof of claim and supporting attachments in the claims register for Houlihan's Restaurants, Inc., Delaware case number 19-12416.

Please contact me with any questions. You can reach me at 414-277-3018 or at katie.mason@quarles.com.

Very truly yours,

L. Katie Mason

Summary of Proof of Claim of Bayshore Shopping Center Property Owner, LLC

In re Houlihan's Restaurants, Inc., Case No. 19-12416

This Proof of Claim is submitted by Bayshore Shopping Center Property Owner, LLC ("Landlord") against the debtor Houlihan's Restaurants, Inc. (the "Debtor"). Landlord's total claim against the Debtor, including its capped lease rejection damages claim, is **\$745,787.70**.

On May 8, 2006, Bayshore Town Center, LLC, as landlord, and the Debtor, as tenant, entered into a lease (the "Lease") for the real property identified in the Lease and located in a shopping center in Milwaukee, Wisconsin (the "Property"). The Lease was subsequently amended on August 15, 2016 pursuant to that certain First Amendment to Shopping Center Lease (the "Amendment"). The Lease, as amended by the Amendment, was assigned by Bayshore Town Center, LLC to Landlord. A true and correct copy of the Lease, as amended by the Amendment, is attached hereto as **Exhibit A**.

The Debtor rejected the Lease *nunc pro tunc* to November 14, 2019 (the "Petition Date").

A. Capped Portion of Lease Rejection Damages Under 11 U.S.C. § 502(b)(6)(A) - \$506,688.72

11 U.S.C. § 502(b)(6) provides that a claim for lease rejection damages shall not exceed:

- (A) the rent reserved by such lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease, following the earlier of--
 - (i) the date of the filing of the petition; and
 - (ii) the date on which the lessor repossessed, or the lessee surrendered, the leased property; plus
- (B) any unpaid rent due under such lease, without acceleration, on the earlier of such dates.

As of the Petition Date, the Lease between the Debtor and the Landlord had a remaining term of 26 months and 16 days. Accordingly, pursuant to 11 U.S.C. § 502(b)(6)(A), Landlord's capped lease rejection damages claim is limited to the rent reserved for one year of the remaining term of the Lease.

Minimum Rent under the Lease from and after the Petition Date is \$19,556.01 per month from the Petition Date until January 31, 2020 pursuant to Section 3 of the Amendment. Minimum Rent increased to \$19,994.91 per month on February 1, 2020 and remains at \$19,994.91 until January 31, 2021. Minimum Rent for one year of the remaining term of the Lease as of the Petition Date is \$239,061.12.

Pursuant to Article 6 of the Lease, the Debtor is required to pay certain Additional Rent, including but not limited to common area maintenance ("CAM") charges, real estate taxes, insurance, and marketing charges. The Debtor's portion of monthly CAM charges is \$10,437.95/month. The Debtor's portion of monthly insurance is \$509.51/month. The Debtor's portion of monthly marketing charges is \$869.84/month. The Debtor's portion of real estate taxes is \$10,485.00/month. In total, all Additional Rent for one year of the remaining term of the Lease as of the Petition Date is \$267,627.60.

Accordingly, Landlord's total capped damages claim is **\$506,688.72**.

B. Uncapped Damages Under 11 U.S.C. § 502(b)(6)(B) - \$239,098.98

The Debtor failed to pay pre-petition Minimum Rent and pre-petition Additional Rent in the amount of \$239,098.98. Such unpaid rent constitutes uncapped damages pursuant to 11 U.S.C. § 502(b)(6)(B). An accounting of unpaid pre-petition Minimum Rent and pre-petition Additional Rent is attached hereto as **Exhibit B**.

Accordingly, Landlord's uncapped prepetition damages claim against the Debtor is **\$239,098.98**.

Amendment of Proof of Claim

Landlord reserves the right to amend this Proof of Claim should it, in its sole discretion, deem it necessary to do so. Such right of amendment includes, without limitation, Landlord's right to amend this Proof of Claim to include damages related to the cost of removal of personal property abandoned by the Debtor at the Property and any unpaid obligations of the Debtor under the Lease that become known to the Landlord after the filing of this Proof of Claim.

Exhibit A

LEASE BETWEEN

**Bayshore Town Center, LLC,
a Delaware limited liability company**

AND

**Houlihan's Restaurants, Inc.,
a Delaware corporation**

AT

**Bayshore
Glendale, Wisconsin**

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- Exhibit A - Premises Description
- Exhibit B - Shopping Center Description
- Exhibit C - Description of Landlord's Work and Tenant's Work
- Exhibit D - Sign Criteria
- Exhibit E - Guaranty
- Exhibit F - Renewal Term
- Exhibit G - Exclusives/Noxious Uses

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE (the "Lease") is entered into as of May 8, 2006, by and between Landlord and Tenant.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$1.00 and the mutual covenants herein contained, the parties hereto do hereby covenant and agree as follows:

ARTICLE 1. DEFINITIONS AND CERTAIN BASIC PROVISIONS.

Section 1.1 "Landlord": Bayshore Town Center, LLC, a Delaware limited liability company.

Landlord's address: c/o Steiner Properties, LLC
4016 Townsfair Way, Suite 201
Columbus, Ohio 43219
Attn: Lease Administration

Section 1.2 "Tenant": Houlihan's Restaurants, Inc., a Delaware corporation.

Tenant's address: 8700 State Line Road, Suite 100
Leawood, Kansas 66206

Tenant's Trade Name: Devon Seafood Grill, which Tenant represents it is entitled to use pursuant to all applicable laws.

Section 1.3 "Premises": Approximately 8,622 square feet, being Space No. O-115 as shown on the space plan drawing attached hereto as Exhibit A, and being part of the Shopping Center situated upon the land described in Exhibit B attached hereto (the "Land").

Section 1.4 "Building": The building within the Shopping Center which contains the Premises.

Section 1.5 "Shopping Center": The Land, together with all improvements and Buildings thereon and such additions, deletions and other changes as Landlord may from time to time designate as included within or excluded from the Shopping Center.

Section 1.6 "Floor Area": The gross leasable retail area of the Shopping Center, excluding balcony, mezzanine, balcony areas, basement space, kiosks and pushcarts and subject to changes in the Shopping Center after the date hereof.

Section 1.7 "Mall Stores": The non-Anchor tenants of the Shopping Center occupying Floor Area.

Section 1.8 "Anchor": Any tenant of the Shopping Center leasing 20,000 square feet of leasable area or more.

Section 1.9 "Term": 10 Lease Years plus the Stub Period, commencing on the Commencement Date. The "Stub Period" means that period from the Commencement Date until the next succeeding February 1, so that the expiration of the Term shall in all events be on a January 31. There shall be no Stub Period if the Commencement Date is on February 1.

Section 1.10 "Estimated Shell Delivery Date": June 1, 2006.

Section 1.11 "Estimated Grand Opening Date": November 1, 2006.

Section 1.12 "Permitted Use": The Premises shall be used solely for a full service seafood restaurant, and for no other use. In no event shall Tenant conduct any business in the Premises which would violate the exclusives heretofore granted to other tenants of the Shopping Center set forth in Exhibit G, or any exclusive use hereafter granted by Landlord to a tenant of the Shopping Center of which Tenant receives written notice and which does not preclude Tenant's then primary use.

Section 1.13 "Minimum Rental": \$16,525.50 per month (based on \$23.00 per square foot per year) during the Stub Period and Lease Years one through 5; \$18,681.00 per month (based on \$26.00 per square foot per year) during Lease Years 6 through the remainder of the initial Term. Notwithstanding the foregoing, if during Lease Year two, Tenant's Gross Sales exceed \$5,000,000, the Minimum Rental due hereunder shall be increased as of the beginning of Lease Year Three to \$18,681.00 per month (based on \$26.00 per square foot per year) and shall remain at such amount for the remainder of the initial Term.

Section 1.14 "Percentage Rental": The product of (1) the amount of Gross Sales in excess of the Breakpoint, multiplied by (2) 5%. The "Breakpoint" is the quotient of (a) annual Minimum Rental, divided by (b) 5%. During the Stub Period, Percentage Rental shall equal the product of (i) the amount of Stub Period Gross Sales in excess of the Stub Period Breakpoint, multiplied by (ii) 5%. "Stub Period Breakpoint" is the quotient of (x) actual aggregate Minimum Rental payable during the Stub Period, divided by (y) 5%. "Stub Period Gross Sales" are Gross Sales during the 12-month period beginning on the Commencement Date multiplied by a fraction, the numerator of which equals the number of days in the Stub Period and the denominator of which equals 365.

Section 1.15 "Tenant's Construction Period": 150 days, commencing when Landlord has substantially completed Landlord's Work as provided in Section 3.1, but subject to extension as provided in Section 3.1.

Section 1.16 "CPI": "Consumer Price Index - U.S. City Average for All Items for all Urban Consumers" (1982-1984 = 100) published monthly in the Monthly Labor Review by the United States Department of Labor. If (i) the CPI is discontinued, comparable statistics on the purchasing power of the consumer dollar, as published at the time of such discontinuation by a responsible financial periodical of recognized authority selected by Landlord, shall be used for making the above computation and (ii) the base year (1982-1984 = 100) or other base year used in computing the CPI is changed, the figures used in making the foregoing adjustment shall

accordingly be changed so that all changes in the CPI are taken into account notwithstanding any change in the base year. The "Base Index Number" shall be the CPI most recently published before the Commencement Date. The "Current Index Number" shall be the CPI last published before the date as to which a CPI adjustment is being calculated. For example, if a CPI calculation is to be made on the anniversary of the Commencement Date, then the Current Index Number shall be the last CPI published preceding such anniversary date.

Section 1.17 "Lease Year": Each 12 month period beginning on February 1. The first Lease Year shall begin after the expiration of the Stub Period if the Commencement Date is a day other than February 1.

Section 1.18 "Renewal Term": Provided no Event of Default has occurred, Tenant shall have the right to extend the Term of this Lease as described in Exhibit F of this Lease.

Section 1.19 "Security Deposit": \$0.00.

Section 1.20 "Prepaid Rental": \$0.00.

Each of the foregoing basic provisions and defined terms shall be construed in conjunction with and limited by the references thereto in other provisions of this Lease.

ARTICLE 2. GRANTING CLAUSE. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

ARTICLE 3. INITIAL CONSTRUCTION/COMMENCEMENT DATE.

Section 3.1 Landlord's Work. Landlord shall construct the Building and certain improvements to the Premises to the extent provided in the description of "Landlord's Work" in Exhibit C. The Premises shall be ready for occupancy by Tenant when Landlord has substantially completed Landlord's Work and has certified to Tenant in writing that it has substantially completed Landlord's Work. If the Premises are not ready for occupancy by the Estimated Shell Delivery Date, Landlord shall not be in default or otherwise liable to Tenant, nor shall the Term be affected; however, (a) if the Premises are not ready for occupancy by Tenant within one month following the Estimated Shell Delivery Date, the Tenant's Construction Period shall be extended by fifteen days to take into account the Christmas holiday period that would fall within the Tenant's Construction Period, and (b) if the Premises are not ready for occupancy by Tenant within six months following the Estimated Shell Delivery Date, Tenant, as its sole remedy, may terminate this Lease by written notice to Landlord delivered within 30 days following the expiration of such time period but prior to substantial completion of Landlord's Work, in which event Landlord shall repay to Tenant any Prepaid Rental and reimburse Tenant for the reasonable costs of preparing Tenant's Plans, not to exceed \$50,000.00 and neither party shall have any further obligations hereunder.

Section 3.2 Tenant's Work. Tenant shall accept possession of the Premises upon Landlord's certification and diligently perform all work (except Landlord's Work) of whatsoever nature that is necessary to complete the Premises and open the Premises for business to the public, including, but not limited to, "Tenant's Work" as defined in Exhibit C (collectively, "Tenant's Work") using commercially reasonable efforts to cause the same to be completed on or

before the expiration of the Tenant's Construction Period. Within 90 days after the mutual execution of this Lease, Tenant shall deliver to Landlord all drawings and specifications covering Tenant's Work ("Tenant's Plans") for Landlord's review and approval, which approval shall not be unreasonably withheld. Tenant shall modify Tenant's Plans as reasonably required by Landlord, and as modified, the same shall be deemed the "Tenant Approved Plans." Approval of the Tenant Approved Plans by Landlord shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency and Tenant shall be solely responsible for the Tenant Approved Plans. Tenant, not Landlord, shall be responsible for compliance of the Tenant Approved Plans and of Tenant's Work with all Applicable Laws (as hereinafter defined). All permits for Tenant's Work shall be obtained by Tenant at Tenant's sole cost and expense. By initiating Tenant's Work in the Premises, Tenant shall have accepted the Premises; provided that Tenant shall not commence Tenant's Work until Tenant has delivered to Landlord evidence of the insurance required under Section 3.6 and Article 14 of this Lease, although Tenant's failure to deliver such evidence shall not delay or extend Tenant's Construction Period or the Commencement Date. Upon request, Tenant will provide Landlord with a written statement, if true, that Tenant has accepted the Premises and that Landlord has completed Landlord's Work.

Section 3.3 Commencement Date. The "Commencement Date" shall be the first of (a) the date upon which Tenant opens the Premises to the public for business, or (b) the later of (i) the day next following the date of expiration of Tenant's Construction Period or (ii) the actual grand opening of the Shopping Center. Occupancy of the Premises by Tenant prior to the Commencement Date shall be subject to all of the provisions of this Lease excepting only those requiring the payment of Rent. At the request of either, Landlord and Tenant will, following the Commencement Date, execute and deliver a commencement date agreement acknowledging that Tenant has accepted possession, that Landlord has completed Landlord's Work (if true), and reciting the exact Commencement Date and termination date of this Lease. If Tenant does not complete Tenant's Work and open for business in the Premises prior to the expiration of Tenant's Construction Period, then such delay shall not impact Tenant's obligation to pay Rent.

Section 3.4 Opening Requirements. Notwithstanding anything contained in this Lease, Tenant shall not be permitted to, and shall not, open for business in the Premises until the following requirements set forth in this Section 3.4 (the "Opening Requirements") are met.

(a) At least five days prior to the opening of the Premises for business, Tenant shall deliver to the Landlord: (i) the required insurance certificates; (ii) a certificate of occupancy or its equivalent; (iii) written certification in form and substance required by Landlord that all Landlord's Work (including all punch list items, if any) have been completed to Tenant's satisfaction (except for such items specifically identified by Tenant); and (iv) all evidence typically required in the jurisdiction where the Shopping Center is located to provide evidence of compliance with all Applicable Laws.

(b) Tenant shall have substantially completed Tenant's Work in compliance with the Tenant Approved Plans.

(c) Tenant shall pay Landlord all Rent and other charges which are then due and payable under the Lease.

(d) Tenant shall have complied with the provisions of Section 3.5 of this Lease (or shall have bonded over or provided adequate security with respect to any liens for which a lien waiver has not been obtained).

No approval by Landlord shall make Landlord responsible for the condition of the Premises or constitute a representation by Landlord of compliance with any applicable requirements or constitute a waiver of any rights and remedies that Landlord may have under this Lease or at law or in equity. If Tenant shall open the Premises in violation of this Section 3.4, such action by Tenant shall constitute an Event of Default under this Lease. On the date Tenant opens for business in the Premises, Tenant shall be deemed to have accepted the Premises and agreed that it is in the condition, with respect to any of Landlord's obligations, which is required under this Lease. The Opening Requirements shall apply not only to Tenant's initial construction, but to any subsequent opening after any temporary closure, casualty, damage, or permitted alteration.

Section 3.5 Additional Tenant Deliveries. Upon completion of Tenant's Work, Tenant shall deliver to Landlord the following.

(a) A final notarized original affidavit of Tenant's general contractor performing Tenant's Work stating that Tenant's Work has been completed in accordance with the Tenant Approved Plans and that all subcontractors, laborers, and material suppliers engaged in furnishing materials or rendering services for Tenant's Work have been paid in full.

(b) A final notarized original, unconditional waiver of lien with respect to the Premises executed by Tenant's general contractor and, if requested by Landlord, final notarized original, unconditional waiver of liens executed by each subcontractor, laborer, and material supplier engaged in or supplying materials or services for Tenant's Work. All waiver of lien documentation must, in every circumstance, be totally unconditional releases.

Section 3.6 Insurance Requirements of Tenant's Contractors:

(a) The contractor, for the protection and benefit of itself and the Landlord, shall specifically procure, pay for, and maintain in full force and effect until final payment (unless otherwise designated), at no expense to Landlord, the following policies of insurance, to be written by an insurer acceptable to Landlord, who is qualified to do business in the State of Wisconsin, and which shall, as a minimum, afford the following types and limits of coverage.

- (i) Workers' Compensation: Statutory.
- (ii) Employer's Liability: \$1 Million.
- (iii) Commercial General Liability (including Premises-Operation; Contractual Liability; Liability for Subcontractors; Products and Completed Operations):

A. Bodily Injury & Property Damage - combined single limit:
\$1 Million Each Occurrence.

\$2 Million Annual Aggregate.

B. Products and Completed Operations to be maintained for three (3) years after final payment.

C. A per project/job aggregate endorsement shall apply.

D. Fire Legal Liability of at least \$500,000.00.

- (iv) Umbrella Liability: \$5 Million (to cover at least all risks described in the Commercial General Liability policy).
- (v) Comprehensive Automobile Liability: Bodily Injury and Property Damage: \$1 Million Combined Single Limit, including non-owned and hired automobile liability.
- (vi) Subcontractor's Insurance: The contractor shall require each of its subcontractors, and all tiers of subcontractors, to procure and maintain during the life of its subcontract, Commercial General Liability Insurance of the type and in the amount specified for the contractor herein, including Commercial Auto and Umbrella Liability.
- (vii) All Risk Contractor's Equipment Insurance, covering owned, used, and leased equipment required to perform the services called for under the contract documents; and all risk builder's risk insurance, including the perils of earthquake and flood, with limits adequate to cover the value of the work installed and materials while in transit and while stored at the site, equipment, machinery, tools, and supplies of any nature whatsoever, including buildings and all temporary structures to be used in, or incidental to, the fabrication, erection, testing, or completion of the work.
- (viii) Regulatory: Any other insurance required by applicable federal, state, or local laws, ordinances, rules, regulations, or orders.

(b) The insurance required under clauses (ii) through (vi) above shall also include Landlord, its lender(s), and others designated by Landlord as additional insureds; the insurance under clause (vii) shall name Landlord and Landlord's mortgagee as a loss payee. The inclusion therein of any person or entity as an additional insured shall not affect any right such person or entity would have as a claimant thereunder if not so included. Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had

been issued to each insured hereunder." All such insurance shall be primary and non-contributing with any insurance carried by Landlord; and any similar or additional insurance maintained by Landlord shall be secondary and excess to that carried by the contractor and subcontractor. Before commencing any work, the contractor shall furnish a certificate from its insurance carrier showing that it has complied with the provisions of this Section 3.6, and providing that the said insurance policies will not be changed or canceled during their term until after at least 30 days prior notice by registered mail to Landlord. Upon receipt of any notice of expiration, cancellation, or alteration, the contractor shall, within 10 days of receiving such notice, deliver to Landlord other policies of insurance similar in all respects to the policy or policies about to expire or be canceled or altered. In the event of failure of the contractor to furnish and maintain such insurance or to furnish a satisfactory certificate therefor, Landlord shall have the right to take out and maintain the said insurance for and in the name of the contractor, and Tenant agrees to cause the contractor to furnish all necessary information to permit Landlord to take out and maintain such insurance and Tenant shall pay the cost thereof to Landlord immediately upon presentation of a bill. Compliance by the contractor with the foregoing requirements as to carrying insurance and furnishing certificates shall not relieve Tenant or the contractor from liability. Notwithstanding anything contained herein, Tenant's contractor must release Landlord from any and all liability or responsibility to Tenant's contractor or anyone claiming through or under it by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in the policies of insurance required to be obtained hereunder, even if such loss or damage shall have been caused by the fault or negligence of Landlord or anyone for whom such party may be responsible, including any other tenants or occupants of the Shopping Center.

Section 3.7 Grand Opening Date. Landlord shall notify Tenant at least 90 days prior to the Estimated Grand Opening Date if the actual grand opening of the Shopping Center will be any date other than the Estimated Grand Opening Date, and in such event shall give Tenant at least 90 days prior written notice of the new grand opening date. If actual grand opening date does not occur within 12 months following the Estimated Grand Opening Date, Tenant, as its sole remedy, may terminate this Lease by written notice to Landlord delivered within 30 days following the expiration of such time period but prior to the actual grand opening date, in which event Landlord shall repay to Tenant any Prepaid Rental and neither party shall have any further obligations hereunder. If applicable, Tenant shall cooperate to effect a joint opening of the Shopping Center and at Landlord's request will delay opening for business for no more than 30 days after the date it otherwise would have opened the Premises for business. If Tenant delays at Landlord's request then notwithstanding anything herein contained, the Commencement Date shall occur upon the date of said joint opening.

Section 3.8 Remeasurement of Premises. Within 60 days following the Commencement Date, upon request of either Landlord or Tenant, Landlord shall have its architect, at the sole cost and expense of the party requesting such measurement, measure the final Premises to determine the number of leasable square feet therein. In making such determination, the architect shall measure from the center line of walls partitioning the Premises from other premises and from the exterior surface of exterior walls, without any deductions for columns or other structural elements within the Premises. If the area reflected by such measurement varies from that set forth in this Lease, then Landlord and Tenant shall execute an amendment to this Lease to make the appropriate revisions to Minimum Rental, Tenant's

proportionate share, and other relevant provisions hereunder. If neither party requests a measurement within such 60 day period, then the area specified in this Lease shall be deemed to be the number of leasable square feet in the Premises.

ARTICLE 4. MINIMUM RENTAL.

Section 4.1 Payments of Minimum Rental. Minimum Rental shall accrue from the Commencement Date, and shall be payable where designated by Landlord, without demand therefor and without any right of abatement, set off or deduction, for any reason whatsoever. Minimum Rental, Percentage Rental and all other amounts payable by Tenant pursuant to this Lease are herein referred to collectively, as "Rent." The first Minimum Rental payment shall be due and payable on the Commencement Date, and subsequent Minimum Rental payments shall be due and payable, in advance, on or before the first day of each succeeding calendar month during the Term. If the Commencement Date is other than the first day of a month, the initial Minimum Rental payment shall be appropriately prorated and paid with the first full payment of Minimum Rental due hereunder.

Section 4.2 Prepaid Rental. The "Prepaid Rental" deposit represents payment of Minimum Rental for the first full calendar month of the Term. Such amount shall be applied to payment of such Minimum Rental or, in the case of an Event of Default, to the cure of Tenant's obligations hereunder, in which case Tenant shall remain liable for such Minimum Rental.

ARTICLE 5. PERCENTAGE RENTAL.

Section 5.1 Payments of Percentage Rental. Percentage Rental shall accrue from the Commencement Date and shall be payable where designated by Landlord without demand therefor and without any right of abatement, set off or deduction for any reason whatsoever, and shall be calculated on a Lease Year basis. Percentage Rental shall be due, in arrears, within 20 days after the calendar month in which Tenant's reports of Gross Sales exceed the Breakpoint for any Lease Year and within 20 days after each month of such Lease Year thereafter. Percentage Rental for the Stub Period shall be paid at the specified rate within 20 days after the end of the 12-month period beginning on the Commencement Date for all Stub Period Gross Sales in excess of the Stub Period Breakpoint.

Section 5.2 Sales Reports and Records. By the 20th day of each calendar month Tenant shall deliver to Landlord a statement of Gross Sales for the preceding calendar month and for the Lease Year (or Stub Period) to date, certified by Tenant to be accurate; such statement shall reflect total Gross Sales, Gross Sales per leasable square foot of area in the Premises, and whether the Breakpoint (or Stub Period Breakpoint) has been reached or exceeded. Within 60 days after the expiration of each Lease Year and within 60 days after termination of this Lease, Tenant shall deliver to Landlord a like statement of Gross Sales for the preceding Lease Year (or Stub Period), certified to be correct by an officer of Tenant. Tenant shall furnish similar statements for any licensees, concessionaires and subtenants. All such statements shall be in such form and shall be accompanied by such supporting information as Landlord may require. If any such statement discloses an error in the calculation of the Percentage Rental for any period, an appropriate adjustment shall be made. If Tenant fails to timely furnish any Gross Sales statement, and does not cure same within 10 days after written notice, in addition to any other

rights or remedies Landlord may have, Landlord may charge a fee of \$25.00 per day until the required statement is furnished, from and after the date on which such statement was due. Tenant shall keep at the Premises or at Tenant's principal office within the United States a complete and accurate set of books and records of Gross Sales and all supporting records such as tax reports (including without limitation District Sales Tax returns), banking records, sales slips and other sales records, which shall be preserved for at least 36 months after the end of the Lease Year to which they relate, and shall be subject to inspection and audit by Landlord and its agents at all reasonable times. If any such audit shall disclose that Tenant's records are inadequate to disclose such Gross Sales, Landlord shall be entitled to collect, as additional Rent, an equitable sum determined by such auditor but not exceeding 50% of the Minimum Rental payable by Tenant during the period in question. If any Gross Sales statements are not submitted by Tenant or if the statements submitted are found to be incorrect, Tenant shall promptly pay Landlord any deficiency owed, and if the statements submitted are found to be incorrect to an extent of more than 3% over the figures submitted by Tenant, Tenant shall promptly pay for Landlord's inspection or audit fees and interest at the Default Rate on all additional Percentage Rental then payable, accruing from the date such additional Percentage Rental was due and payable.

Section 5.3 Definition of Gross Sales. "Gross Sales" shall include the entire amount of the sales price or rentals, whether for cash or otherwise, of all sales or rentals of goods, merchandise, food, beverages and services, and all other receipts whatsoever (including interest, time price differential, finance charges, service charges, credit and layaway sales), of all business conducted in or from the Premises, including mail, internet, electronic or telephone orders received or filled at the Premises, deposits not refunded to purchasers, orders taken, although filled elsewhere, sales to employees, sales through vending machines or other devices, sales by any sublessee, concessionaire or licensee or otherwise in the Premises, and proceeds of business interruption or similar insurance. Sales of gift cards and gift certificates shall be excluded from Gross Sales; the amount of redemptions thereof shall be included. Each sale or layaway upon installment or credit shall be treated as a sale for the full price in the month during which such sale was made. Gross Sales shall not include (a) sums collected and paid out for any sales or direct excise tax imposed by any governmental authority, (b) the exchange of merchandise between other stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made from the Premises or to deprive Landlord of the benefit of a sale which otherwise would be made from the Premises, (c) returns to shippers or manufacturers, (d) cash or credit refunds made upon any sale where the merchandise sold is returned by purchaser and accepted by Tenant, (e) sales of Tenant's fixtures, (f) the discounted portion of sales to employees, and (g) the amount of the charges paid to credit card issuing or processing firms by Tenant (which may be deducted from Gross Sales).

ARTICLE 6. ADDITIONAL RENT.

Section 6.1 Operating Contribution. From and after the Commencement Date, Tenant shall pay a monthly contribution to Landlord to defray the cost to operate, animate, manage, decorate, repair, replace, maintain, secure and light the Shopping Center (the "Operating Contribution"). Tenant's Operating Contribution shall be paid in monthly installments, concurrently with Minimum Rental. Tenant's monthly Operating Contribution for the Stub Period and first Lease Year shall equal \$8,622.00 (based on \$12.00 per square foot per

year). The Operating Contribution shall be adjusted annually at the beginning of each Lease Year by the lesser of 3% per annum or the increase in the CPI. The CPI increase shall be calculated by multiplying the initial Operating Contribution by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. Tenant shall begin paying the increased Operating Contribution on the first day of the month next occurring after notice in accordance with the terms hereof. The increase shall be effective as of the beginning of each Lease Year and any arrearages shall be payable within 10 days of notice of the revised Operating Contribution.

Section 6.2 Marketing Payment. From and after the Commencement Date, Tenant shall pay to Landlord a marketing payment (the "Marketing Payment") which shall be used by Landlord, together with payments by other tenants of the Shopping Center, to advertise and market the Shopping Center and its tenants. The Marketing Payment shall be paid in monthly installments, concurrently with Minimum Rental and shall initially be \$718.50 per month (based on \$1.00 per square foot per year). The Marketing Payment shall be adjusted annually at the beginning of each Lease Year by the lesser of 3% per annum or the increase in the CPI. Such increases shall be calculated by multiplying the initial Marketing Payment by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number, but the payment shall never be less than that for the immediately preceding year. Tenant shall begin paying the increased Marketing Payment on the first day of the month next occurring after notice. The increase shall be effective as of the beginning of each Lease Year and any arrearages shall be payable within 10 days of notice of the revised Marketing Payment.

Section 6.3 Grand Opening Charge. Upon the Commencement Date, Tenant shall make a one-time payment to Landlord of \$8,622.00 (based on \$1.00 per square foot of leasable area in the Premises) to defray the cost of conducting a grand opening for the Shopping Center and other start-up marketing costs (the "Grand Opening Charge"). If Tenant executes this Lease after the initial grand opening of the Shopping Center, it shall, nevertheless, pay the Grand Opening Charge which shall be used by Landlord for advertising, marketing, and promoting the Shopping Center as provided in Section 6.2.

Section 6.4 Insurance Payment. From and after the Commencement Date, Tenant shall pay a portion of the cost of all insurance deemed necessary by Landlord to operate the Shopping Center, concurrently with each payment of Minimum Rental. Tenant's obligation to pay a portion of such insurance costs shall be determined by multiplying such costs by a fraction, the numerator of which is the number of leasable square feet in the Premises, and the denominator of which is the aggregate leased Floor Area of the Mall Stores; provided that: (a) in no event shall the denominator be less than 90% of (i) the Floor Area of the Shopping Center available or designated for Mall Stores (measured on a weighted average basis for the year), plus (ii) the Floor Area of any Anchor that pays its full pro rata share; and (b) any contribution of insurance costs by an Anchor that pays less than its pro rata share of insurance costs shall be deducted from the aggregate insurance costs for which Tenant is obligated to pay its share hereunder. The initial monthly insurance payment is based upon the estimated cost of insurance on the Shopping Center for the Lease Year (or Stub Period) in question, and the monthly insurance payment is subject to increase or decrease as determined by Landlord to reflect an accurate estimate thereof. The estimated initial monthly insurance payment is \$215.55 (based on \$0.30 per square foot per annum). Insurance payments shall be reconciled annually, and if

Tenant's total insurance payments are less than Tenant's actual portion of the insurance on the Shopping Center, Tenant shall pay to Landlord upon demand the difference; if the total insurance payments exceed Tenant's actual portion of the insurance on the Shopping Center, Landlord shall either retain such excess and credit it to future Tenant's insurance payments or return it to Tenant.

Section 6.5 Personal Property Taxes. Tenant shall pay all taxes levied against its personal property, leasehold improvements and trade fixtures placed in the Premises. If any such taxes are levied against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of Tenant's personal property, leasehold improvements or trade fixtures and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable.

Section 6.6 Taxes. From and after the Commencement Date, Tenant shall pay a portion of all taxes, public, special and/or private assessments, contractual payments in lieu of taxes, and governmental charges of any kind and nature whatsoever now or subsequently levied or assessed against all or any portion of the Shopping Center, upon the privilege of renting the Premises, or upon the amount of rent collected therefor (the "Taxes"). Taxes shall not include federal income taxes or inheritance taxes. Tenant's obligation to pay a portion of such Taxes shall be determined by multiplying such Taxes by a fraction, the numerator of which is the number of leasable square feet in the Premises, and the denominator of which is the aggregate leased Floor Area of the Mall Stores; provided that: (a) in no event shall the denominator be less than 90% of (i) the Floor Area of the Shopping Center available or designated for Mall Stores (measured on a weighted average basis for the year), plus (ii) the Floor Area of any Anchor that pays its full pro rata share; and (b) any contribution of Taxes by an Anchor that pays less than its pro rata share of Taxes shall be deducted from the aggregate Taxes for which Tenant is obligated to pay its share hereunder. Tenant shall pay its portion of Taxes in monthly installments concurrently with each payment of Minimum Rental. The initial monthly tax payment is based upon the estimated Taxes for the Lease Year (or Stub Period) in question, and the monthly tax payment is subject to increase or decrease as determined by Landlord to reflect an accurate estimate of Tenant's portion of the Taxes. The estimated initial monthly tax payment is \$6,646.13 (based on \$9.25 per square foot per annum). Tax payments shall be reconciled annually, and if Tenant's total tax payments are less than Tenant's actual portion of the Taxes, Tenant shall pay to Landlord upon demand the difference; if the total tax payments exceed Tenant's actual portion of the Taxes, Landlord shall retain such excess and credit it to future tax payments or return it to Tenant.

Section 6.7 Trash/Snow Removal Charge. Landlord shall arrange for the collection of trash and garbage at, and snow removal from, the Shopping Center and any parking facilities within or serving the Shopping Center, and any public or privately owned streets within or serving the Shopping Center, and Tenant shall pay its prorata share of the costs thereof, provided that because the cost of trash and garbage removal for restaurants, nightclubs, and food service operations is greater than that for retail operations, Landlord will allocate such costs between these types of tenants so as to take such increased costs into account. Such amount shall be payable within 10 days after written invoice from Landlord, or may be billed directly by the entity providing such service.

Section 6.8 Additional Charges. Tenant shall promptly reimburse Landlord for all work and services performed by Landlord on behalf of or at the request of Tenant, including directory changes/additions, and any other service performed by Landlord that is Tenant's responsibility hereunder, plus an administrative charge of 15%.

ARTICLE 7. COMMON AREA. The "Common Area" is the part of the Shopping Center and adjacent areas serving the Shopping Center designated by Landlord from time to time for the non-exclusive general common use of tenants, other occupants of the Shopping Center and others entitled to use same, including, without limitation, parking areas (including multi-level parking structures), sidewalks, landscaping, curbs, loading areas, streets and alleys, lighting facilities, hallways, malls, escalators, elevators, bus stops, and restrooms, and other similar areas, facilities or improvements. Landlord has not made any representation as to the identity, type, size, number or location of buildings in the Shopping Center (other than the Premises) or the tenants or occupants thereof and nothing contained in this Lease or the Exhibits hereto shall constitute a representation as to any such matters. Landlord shall maintain the Common Area and keep it clean and free of snow and ice. Landlord may from time to time: change the dimensions and location of the Common Area, as well as the location, dimensions, identity and type of buildings; construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center; and eliminate buildings but no such action shall materially adversely affect the visibility or accessibility of the Premises or the availability of parking for Tenant's customers, employees, vendors and other invitees or result in building on the "Town Center" or the loss of the "Town Center" as a location for valet parking and passenger drop-off. Landlord also reserves the right to dedicate portions of the Common Area and other portions of the Shopping Center (excepting only the Premises) for street, park, utility and other public purposes but no such action shall materially adversely affect the visibility or accessibility of the Premises or the availability of parking for Tenant's customers, employees, vendors and other invitees or result in building on the "Town Center" or the loss of the "Town Center" as a location for valet parking and passenger drop-off. Tenant and its employees, customers, subtenants, licensees and concessionaires shall have a non exclusive license to use the Common Area in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same. Tenant shall not at any time interfere with the use of any part of the Common Area by Landlord, other tenants in the Shopping Center or any other persons having the right to use the Common Area. Tenant shall not solicit business, display merchandise or distribute handbills or any other form of advertisement within the Common Area, or take any action which would interfere with right of other persons to use and enjoy the Common Area. Landlord may promulgate and modify from time to time uniform rules and regulations which shall be applied on a nondiscriminatory basis for the safety, care or cleanliness of the Shopping Center (the "Rules") which shall be complied with by Tenant and its employees, agents, visitors and invitees. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary for construction, repair or maintenance, promotional activities or to prevent the public from obtaining prescriptive rights or to make repairs or alterations. Landlord may designate areas in which Tenant's employees shall be required to park (which may be located off the Shopping Center if Landlord provides a reasonable shuttle service), and Tenant shall cause its employees to park in such areas. Upon request by Landlord, Tenant shall furnish a complete list of the car description and license plate numbers of Tenant's employees at the Premises who have automobiles, and the State license numbers of all motor vehicles operated by Tenant. In the event Tenant or its employees park

their car in an undesignated area and fail to move their car to a designated area within two hours after receipt of Landlord's written notice of such violation, Landlord, at its option, shall charge Tenant \$50.00 per day per car parked in an undesignated area. Landlord shall also have the right to designate office and residential parking areas. Landlord reserves the right to require a reasonable charge (by operation of meters or otherwise) for use of any multi-level parking structures or street parking, but no parking charges shall apply to Tenant's employees. Landlord may from time to time substitute for any parking area now or hereafter servicing the Shopping Center with other areas or multi-level parking facilities reasonably accessible to the tenants of the Shopping Center but no such substitution shall materially adversely affect the availability of parking for Tenant's customers, employees, vendors and other invitees.

ARTICLE 8. USE AND OPERATION OF PREMISES.

Section 8.1 Prompt Occupancy and Use. Tenant shall occupy the Premises upon the Commencement Date and after opening will continuously use the Premises for the Permitted Use and for no other purpose whatsoever.

Section 8.2 Trade Name. Unless otherwise approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), Tenant shall conduct business in the Premises only under the Trade Name.

Section 8.3 Store Hours. Tenant shall in good faith continuously throughout the Term carry on in the entire Premises the type of business for which the Premises are leased during all days and at least such hours (including evenings) reasonably established by the Landlord from time to time as store hours for the Shopping Center except that Tenant may be closed on Christmas Day. Tenant shall have the right to be open for all hours legally permitted. Tenant shall operate its business with a complete line and sufficient stock of merchandise of current style and type, attractive displays and in an efficient and reputable manner so as to produce the maximum amount of sales from the Premises, and shall, except during reasonable periods for repairing, cleaning and decorating keep the Premises open for business with adequate and competent personnel in attendance during all days and such hours (including evenings) reasonably established by the Landlord from time to time as store hours for the Shopping Center except to the extent Tenant may be prohibited from being open for business by applicable law. In the event Tenant fails to operate its business from the Premises during all the days and hours required hereunder, then Landlord may, in addition to all other remedies provided herein, elect to reduce the Breakpoint by 1/365th thereof for each day that Tenant fails to open on time or to remain open during all the days and hours required hereunder.

Section 8.4 Prohibited Uses. Tenant shall not (a) permit any objectionable or unpleasant odors to emanate from the Premises (excluding normal odors from the conduct of a restaurant business), (b) place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the Building (other than in the patio area) or in the Common Area, (c) place an antenna or other projection on the exterior of the Premises or Building (but may place a satellite dish), (d) solicit business or distribute leaflets or other advertising material in the Common Area, (e) take any other action which would constitute a nuisance or disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises, (f) conduct within or from the

Premises any fire, auction or bankruptcy sales, (g) place or install any automated teller machine anywhere within the Premises or any part of the Common Area, (h) do anything which would tend to injure the reputation of the Shopping Center, (i) operate a second hand or surplus store; (j) sell or exhibit any pornographic materials; or (k) sell or exhibit any drug paraphernalia. Notwithstanding anything contained herein, Tenant may install a satellite dish or antenna, provided: (1) Tenant shall be solely responsible for all installation and installation costs; (2) Tenant shall use Landlord's roofing contractor with respect to any cutting or drilling of the roof or other work involving the roof (provided such contractor is reputable and performs work on competitive terms); (3) the size and location shall be subject to Landlord's reasonable prior approval; (4) Tenant shall shield the equipment from view using such components as Landlord may reasonably request; and (5) Tenant at its expense shall remove same upon termination or expiration of the term and repair any damage caused by such removal.

Section 8.5 No Waste. Tenant shall take good care of the Premises and keep the same free from waste. Tenant shall keep the Premises and sidewalks, service ways and loading areas adjacent to the Premises neat, clean and free from dirt, rubbish, insects and pests, and shall store all cooking oil waste, trash and garbage within the area designated by Landlord for such trash pickup and removal in receptacles of the size, design and color from time to time prescribed by Landlord. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas from time to time reasonably prescribed by Landlord.

Section 8.6 Display Windows. Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows and exterior electric signs in front of the Premises lighted from dusk until such time as Landlord may from time to time designate.

Section 8.7 Tenant Advertising. Tenant shall include the name and address of the Shopping Center and identity of its business activities in the Premises in all advertisements made by Tenant in which the address and identity of any other local seafood restaurant of Tenant is mentioned.

Section 8.8 Tenant's Organization. Tenant shall not establish, or conduct any solicitation of other tenants of the Shopping Center to join, any tenants' association or establish any web site purporting to be sponsored by, linked to, representing or in any way involving any tenants' association of the Shopping Center or designed to solicit, post, publish or receive complaints from tenants of the Shopping Center.

Section 8.9 Return of the Premises to Landlord. Upon the expiration or termination of this Lease, Tenant shall: (a) remove all of its signage and repair any damage caused by such removal; (b) deliver possession of the Premises to Landlord in a broom clean condition free of debris; (c) repair any damage to the Premises caused by Tenant; and (d) remove all of its trade fixtures and personal property and repair any damage caused by such removal. Regardless of any statutory provision or case authority to the contrary, in the event that Tenant becomes involved in any bankruptcy case filed under Title 11 of the United States Code, and Tenant rejects this Lease either voluntarily or by operation of law, to the extent Landlord incurs any damages arising from Tenant's post-petition failure to fulfill any of the provisions set forth in subsections (a) through (d) of this Section 8.9, Tenant's obligations to repair or remediate such

damages shall be deemed to have occurred at the time the conduct causing such damages occurred; and Landlord shall be entitled to an allowed administrative expense claim under Bankruptcy Code Section 503(b)(1)(A) in the amount of such damages.

ARTICLE 9. MAINTENANCE AND REPAIR.

Section 9.1 Landlord Responsibilities. Landlord shall keep the foundation, the exterior walls, and the roof of the Building containing the Premises in good repair, ordinary wear and tear excepted. Landlord shall not be responsible for maintaining or repairing the storefronts, plate glass windows, doors, door closure devices, window and door frames, moldings, locks and hardware, and painting or other treatment of interior and exterior walls. Any repairs required to be made by Landlord that are occasioned by the act or negligence of Tenant, its agents, employees, invitees, subtenants, licensees and concessionaires shall be paid for by Tenant upon demand to the extent not covered by net insurance proceeds paid to Landlord therefor. If the Premises need repairs that are Landlord's responsibility, Tenant shall so notify Landlord. Landlord shall be obligated to make such repairs as soon as reasonably practicable a reasonable time after delivery of such notice. In the event any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's fixtures, equipment, inventory and other property to the extent required to enable Landlord to make such repairs.

Section 9.2 Tenant Responsibilities. Tenant shall maintain the Premises in good condition and make all needed repairs and replacements, except for repairs and replacements expressly required to be made by Landlord under this Lease, and shall keep all plumbing pipes and connections free from obstruction and protected against ice and freezing. Tenant shall furnish, maintain and replace all electric light bulbs, tubes and tube casings in the Premises. At the end of the Term, Tenant shall surrender the Premises in the condition called for in Section 9.4. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

Section 9.3 HVAC Equipment. In the event Tenant is served by a common heating, ventilation and air conditioning equipment, Landlord shall repair and maintain in good condition and replace as necessary such equipment and Tenant shall pay to Landlord a pro rata share of all costs of maintaining, repairing and replacing such equipment as well as a pro rata share of all utility usage for their respective Premises, as reasonably allocated by Landlord. Tenant shall repair and maintain in good condition and replace as necessary all air conditioning, heating and ventilating equipment solely serving the Premises, shall pay for all utility usage which is separately metered directly to the utility company providing such utility service, and shall enter into a preventive maintenance/service contract with a maintenance contractor approved by Landlord for servicing such equipment. Tenant must provide evidence of such preventative maintenance/service contract at Landlord's request. Within the 30 day period preceding move out, Tenant shall have any separately metered systems and equipment checked and serviced to insure proper functioning and shall furnish Landlord satisfactory proof thereof upon request.

Section 9.4 Surrender of Premises. Upon expiration or termination of this Lease, either by lapse of time or otherwise, Tenant shall peaceably surrender to Landlord the Premises, including the alterations, additions, improvements, changes and fixtures, other than Tenant's

unattached or readily removable trade fixtures, in broom-clean condition and in good condition and repair, reasonable wear and tear and loss by fire or other casualty excepted. Tenant agrees at Landlord's request to remove Tenant's trade fixtures and signage upon any such expiration or termination and to repair all damage to the Premises caused by such removal.

Section 9.5 Refurbishment. If Tenant extends the Term of this Lease, then at the commencement of the first renewal period only, Tenant shall submit to Landlord plans for work to refurbish the interior of the Premises. Tenant's refurbishment obligation shall be limited to upgrading the Premises to the then current standards applicable for its stores generally and replacing or repairing, as appropriate, wall covering, floor covering, ceiling, store front, signs, and surfaces visible to customers. After approval of the plans, Tenant will cause the refurbishment work specified therein to be completed not more than 90 days after Landlord's approval.

Section 9.6 Roof and Walls. Landlord shall have the exclusive right to use all or any part of the roof of the Premises or the Building containing the Premises for any purpose that does not materially adversely affect Tenant's operations and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Shopping Center, the same to be in locations within the Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises or Building or other structural elements of the Premises or Building (including, without limitation, free-standing columns and footings for all columns), provided that such use shall not encroach on the interior of the Premises or include signage of other Tenants.

ARTICLE 10. ALTERATIONS. Tenant shall not make any alterations, additions or improvements to the Premises (other than non-structural, non-mechanical alterations, additions or improvements to the interior costing not more than \$50,000) without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant may install unattached, movable trade fixtures if the same can be installed without drilling, cutting or otherwise defacing the Premises. All alterations, additions, improvements, carpeting, floor coverings, and fixtures (other than unattached, movable trade fixtures) installed by either party upon the Premises shall remain upon the Premises and become the property of Landlord at the end of the Term. All work done by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and so as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. All work shall be performed by a general contractor reasonably approved by Landlord, pursuant to plans and specifications reasonably approved by Landlord. Approval of 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 plans and specifications. Prior to commencement of any such work Tenant shall provide evidence that its contractors have in effect adequate insurance for all risks of loss associated with the work (naming Landlord as an additional insured), and, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any loss, liability or damage therefrom. All venting, opening, sealing, waterproofing or any altering of the roof (including any work done as part of Tenant's Work) shall only be performed by Landlord's roofing contractor at Tenant's expense in accordance with plans and

specifications approved by Landlord provided such contractor is a reputable contractor performing work on competitive terms.

ARTICLE 11. LANDLORD'S RIGHT OF ACCESS. Landlord may enter the Premises at any reasonable time upon reasonable notice for the purposes of inspecting the same, of making repairs or additions to the Premises, the Building or other premises, or showing the Premises to prospective purchasers, lessees or lenders.

ARTICLE 12. SIGNS; STORE FRONTS. Tenant shall not, without Landlord's prior written consent not to be unreasonably withheld: (a) make any changes to or paint the store front; or (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, banners, window or door lettering, placards, decorations or advertising media of any type visible from the exterior or interior of the Premises. All signs, decorations and advertising media shall conform to the sign criteria attached as Exhibit D. Tenant shall, on or before the Commencement Date, install all signs in accordance with Exhibit D.

ARTICLE 13. UTILITIES.

Section 13.1 Utilities Provided. Landlord shall provide and maintain the facilities necessary to supply water, electricity, gas (if applicable), telephone service and sewerage service to the Premises in accordance with Exhibit C. Tenant shall be responsible for providing any meters or other devices for the measurement of utilities supplied to the designated point of service. Landlord may elect to directly supply any of the utilities furnished to the Premises at any rates up to what Tenant would otherwise pay if contracting directly with a utility company for such services. Tenant hereby authorizes Landlord to obtain utilities on the terms and conditions contained herein on Tenant's behalf. Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Premises and any maintenance charges therefor. Tenant shall not use an alternate service provider in lieu of the public utility except with Landlord's prior written consent.

Section 13.2 Interruption of Service. Landlord shall not be liable for any interruption or failure whatsoever in utility services absent Landlord's negligence and Tenant shall comply with all provisions of this Lease notwithstanding any such failure or interruption. Any furnishing by Landlord of utilities shall be conditioned upon the availability of adequate energy sources. Landlord shall have the right to reduce such utilities within the Shopping Center, including, without limitation, the Premises and Common Area, as required by any mandatory or voluntary fuel or energy saving allocation, or any similar statute, regulation, order or program, and Tenant shall comply with any such energy conservation program and all related measures and regulations promulgated by applicable governmental authorities provided that no such reduction shall materially adversely affect Tenant's operation of its business.

Section 13.3 Telecommunications.

(a) Tenant's telecommunications carrier must enter into a written agreement with Landlord in which the carrier agrees (i) to abide by all applicable conditions and limitations stated in this Lease, (ii) to comply with all applicable laws, codes, ordinances and regulations and all rules and requirements as are reasonably determined by Landlord to be

necessary or appropriate to protect the interests of the Shopping Center or grounds, and (iii) that it shall not at any time claim or acquire any prescriptive easement under Wis. Stat. 893.28(2). Landlord shall not be required to enter into any agreement with Tenant's telecommunications carrier that is not reasonably acceptable to Landlord and its legal counsel.

(b) Tenant must obtain Landlord's written approval which shall not be unreasonably withheld, conditioned or delayed before installing, replacing, removing, using or modifying any wiring, cables, risers, lines or similar equipment or installations ("Wiring"). In its request for approval, Tenant shall submit to Landlord reasonably detailed plans and specifications for the proposed work. Landlord may withhold its approval to any placement of Wiring in the Shopping Center telecommunications or equipment rooms, telephone closets, riser spaces or any other location occupied by another Tenant and/or may charge a premium, percentage of revenues, access charge, or rent to either Tenant or the service carrier for the use of any such rooms, spaces or locations. Landlord also may withhold its approval to any trenching or land disturbing activity that is not reasonably required as part of Tenant's Work.

(c) If the plans and specifications for any telecommunications-related work require access to any space leased to other tenants of the Shopping Center, Tenant shall, prior to commencement of such installation, obtain written permission from all such other tenants to have access to such other space.

(d) Tenant shall be responsible for ensuring that its telecommunications carrier and contractors comply with all laws, codes, ordinances and regulations, the applicable provisions of this Lease and any other rules and requirements which may be imposed by Landlord. Work shall be conducted during non-business hours to the greatest extent practicable and assuming it does not result in increased cost to Tenant, if Landlord so directs. Tenant shall promptly restore any portion of the Shopping Center or grounds that is disturbed by such work to its pre-existing condition, and Landlord may, at its discretion require that Tenant post a bond or provide other acceptable security to secure such restoration by Tenant.

(e) agrees that Tenant shall surrender all of the Wiring to Landlord, free and clear of all liens and encumbrances, in good and safe condition, in working order and properly labeled at each end and in each telecommunications/electrical closet and junction box.

(f) Landlord may require Tenant to remove, within seven (7) days, notice, any Wiring (i) which is installed or is at any time in violation of the applicable provisions of this Lease or applicable laws, regulations, ordinances or codes or (ii) which at any time presents a dangerous or potentially dangerous condition to persons or serious threat of damage to the Shopping Center. If Tenant uses telecommunications equipment that creates an electromagnetic field that interferes with or otherwise interferes with the use by Landlord or other tenants of their telecommunications equipment, Landlord can required Tenant to take action within seven days' notice to reduce the field, including removing the equipment. If Tenant fails to timely take any action required by Landlord under this paragraph, Landlord may perform such action at Tenant's expense.

ARTICLE 14. INSURANCE.

Section 14.1 Landlord Not Liable/Tenant Indemnity. Notwithstanding anything else contained herein, Landlord shall not be liable to Tenant or to Tenant's employees, agents, customers or visitors for injury to person occurring within the Premises during the Term of this Lease from and after the date possession of the Premises is delivered to Tenant unless such injury is occasioned by Landlord's negligence, and Tenant shall indemnify and defend Landlord and Landlord's agents, employees and contractors from all loss, expense, claims or actions arising out of such injury (including any court costs and attorneys' fees) unless such injury is occasioned by Landlord's negligence. The provisions of this section shall survive the termination or expiration of this Lease with respect to any claims or liability occurring prior to such termination or expiration.

Section 14.2 Tenant's Insurance. Tenant shall procure and maintain throughout the Term from and after the date possession of the Premises is delivered to Tenant, at its sole expense, (a) Commercial General Liability Insurance insuring Landlord and Tenant against all claims arising out of Tenant's use or occupancy of the Premises or the condition of the Premises, in an amount not less than \$1 Million per occurrence and \$2 Million aggregate for both premises operations and products/completed operations and at least \$100,000 for fire legal liability, (b) property insurance on a "special peril" broad form coverage basis, including earthquake and flood (as reasonably available if Premises is located in a flood zone), covering the replacement cost of all alterations, additions, partitions, improvements, and personal property installed in the Premises, (c) business income insurance, (d) insurance covering glass breakage in the Premises, (e) Workers Compensation in an amount not less than the statutory minimum and including Employers Liability in an amount not less than \$1 Million, (f) umbrella liability in amount not less than \$2 Million (to cover at least all risks described in the Commercial General Liability policy), and (g) comprehensive automobile liability, bodily injury and property damage in an amount not less than \$1 Million combined single limit, including non-owned and hired automobile liability. All policies of insurance under clauses (a), (f) and (g) shall name Landlord, and any other entity as required by Landlord, as an additional insured. All policies of insurance under clauses (b) and (d) shall name Landlord and Landlord's mortgagee as a loss payee. All policies of insurance shall be on an occurrence (as opposed to a claims made) basis; be issued by an insurance company reasonably acceptable to Landlord; provide that they shall not be canceled unless 30 days prior written notice (or 10 days prior written notice in event of nonpayment of premiums) shall have been given to Landlord; and provide primary coverage to Landlord when any policy issued to Landlord is similar or duplicate in coverage (Landlord's policy shall be excess over Tenant's policies). Should the Tenant's operation include the serving of alcoholic beverages, liquor liability coverage will also be required in such coverages as Landlord may require and in an amount of at least \$1 Million. Tenant shall deliver a certificate or other evidence satisfactory to Landlord of the insurance required hereunder prior to commencing Tenant's Work hereunder and not less than one (1) business day prior to each renewal of coverage. If Tenant does not provide an insurance certificate or other evidence in compliance with this Section 14.2 within the time required herein and does not cure same within 48 hours after written demand in addition to all other available remedies, Tenant shall pay Landlord \$100.00 per day until such certificate or other evidence is delivered.

Section 14.3 Landlord's Insurance. Landlord shall maintain during the Term: (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (b) property insurance on a "special peril" broad form coverage basis, including earthquake and flood (as reasonably available if Shopping Center is located in a flood zone), covering the replacement cost of all alterations, additions, partitions, improvements, and personal property installed by Landlord at the Shopping Center (excluding improvements made by tenants and tenants' personal property).

Section 14.4 Increased Costs. Tenant will not permit the Premises to be used in any manner that would void the insurance thereon or on the Shopping Center. Tenant shall pay any increased insurance costs caused by Tenant's use of the Premises or because Tenant vacates the Premises.

Section 14.5 Mutual Release and Waiver of Subrogation. Notwithstanding anything contained herein, each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in the policies of insurance required to be obtained hereunder, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, including any other tenants or occupants of the Shopping Center.

ARTICLE 15. NON LIABILITY FOR CERTAIN DAMAGES. Landlord and Landlord's agents and employees shall not be liable to Tenant or any other person for any injury to person or damage to property caused by the Premises or other portions of the Shopping Center becoming out of repair or damaged or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises except in each case to the extent caused by Landlord's negligence, nor shall Landlord be liable to Tenant or any other person for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons or entities whomsoever, excepting only duly authorized employees and agents of Landlord. With respect to latent or patent defects in Landlord's Work, Landlord's liability shall not extend beyond one (1) year from the date of substantial completion of Landlord's Work, whether or not such defects are discovered within such one year period.

ARTICLE 16. DAMAGE BY CASUALTY. Tenant shall give immediate written notice to Landlord of any damage to the Premises by fire or other casualty. If the Premises or the Building shall be (a) destroyed or substantially damaged by a casualty not covered by Landlord's insurance; (b) destroyed or rendered untenable to an extent in excess of 50% of the floor area of the Premises by a casualty covered by Landlord's insurance; or (c) damaged to such extent that the remaining Term is not sufficient to amortize the cost of reconstruction, then Landlord may elect to either terminate this Lease or to rebuild and repair the Premises and/or Building, as applicable. If the Premises or Building is so damaged or destroyed and Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to rebuild and repair the Premises and/or Building, as applicable. Should Landlord elect to terminate this Lease it shall give written notice of such election to Tenant within 90 days after the occurrence of such casualty. In the event of any damage or destruction to the Premises, Tenant shall, upon notice from Landlord, remove, at Tenant's expense, such portion or all of

Tenant's shelves, bins, equipment, trade fixtures and other property from such portion of the Premises as Landlord shall request. Landlord's obligation to rebuild and repair the Premises under this Article 16 shall be limited to restoring Landlord's Work to substantially the condition in which the same existed prior to the casualty. Promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence to rebuild, repair and restore its signs, fixtures and equipment and other items of Tenant's Work. During any repair of the Premises, Tenant will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, Minimum Rental shall be reduced to such extent as may be fair and reasonable under the circumstances, and there shall be no abatement of the Percentage Rental (although the Breakpoint shall be equitably adjusted) and other charges provided for herein. If the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires as a result of a casualty described in the second sentence of this Article 16 that the insurance proceeds be applied to such indebtedness, then Landlord may terminate this Lease by delivering written notice of termination to Tenant. Notwithstanding the foregoing provisions of this Article 16, Tenant shall have the right to terminate this Lease upon notice to Landlord in the event of a casualty described in the second sentence of this Article 16 if there are fewer than five (5) years remaining in the term of this Lease (including any renewal options) at the time of such casualty.

ARTICLE 17. EMINENT DOMAIN.

Section 17.1 Taking of Premises or Parking Area. If more than 20% of the floor area of the Premises should be taken by eminent domain or by purchase in lieu thereof, or if more than 10% of the available parking at the Shopping Center should be taken by eminent domain or by purchase in lieu thereof, this Lease shall terminate, at Tenant's option, effective on the date physical possession is taken by the condemning authority. If Tenant does not elect for this Lease to terminate, Minimum Rental shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority and Percentage Rental shall be adjusted to reflect such change in the Minimum Rental. Following such partial taking, Landlord shall make all necessary repairs or alterations within the scope of Landlord's Work necessary to make the Premises an architectural whole.

Section 17.2 Taking of Common Area. If any part of the Common Area shall be taken, this Lease shall not terminate, nor shall the Rent payable hereunder be reduced, except that either Landlord or Tenant may terminate this Lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center shall be less than 70% of the area of the Common Area immediately prior to the taking. Any election to terminate this Lease in accordance with this provision shall be exercised by written notice delivered within 30 days after the date physical possession is taken by the condemning authority.

Section 17.3 Compensation Award. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises, Building or Common Area shall be allocated to Landlord and Tenant in accordance with their interests in the real estate; however, Landlord shall have no interest in any separate award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property.

ARTICLE 18. ASSIGNMENT AND SUBLETTING.

Section 18.1 Landlord Consent Required. Tenant shall not (a) assign, encumber, mortgage, or in any other manner transfer this Lease or any estate or interest therein except that Tenant may grant a leasehold mortgage to a senior secured lender; (b) sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises; or (c) permit any other person to become Tenant by merger, consolidation, or otherwise (each a "Transfer") without the prior written consent of Landlord, which consent may not be unreasonably withheld, conditioned or delayed. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfer. Notwithstanding any Transfer, Tenant and any guarantor of Tenant's obligations under this Lease shall remain fully and jointly and severally liable under this Lease.

Without limiting the generality of the foregoing, Landlord may condition its consent to any Transfer upon satisfaction of all or any of the following conditions:

- (i) the net assets of the assignee, licensee, sublessee or other transferee or permittee (collectively "transferee") immediately prior to the Transfer shall not be less than the net assets of Tenant immediately prior to the Transfer;
- (ii) such Transfer shall not adversely affect the quality and type of business operation which Tenant has conducted theretofore;
- (iii) such transferee shall possess qualifications for the Tenant business substantially equivalent to those of Tenant and shall have demonstrated recognized experience in successfully operating such a business, including, without limitation, experience in successfully operating a similar quality business in first-class shopping centers;
- (iv) such transferee shall continue to operate the same or similar business conducted in the Premises pursuant to all of the provisions of this Lease;
- (v) such transferee shall assume in writing, in a form acceptable to Landlord, all of Tenant's obligations hereunder and Tenant shall provide Landlord with a copy of such assumption/transfer document;
- (vi) Tenant to which the Premises were initially leased shall continue to remain liable under this Lease for the performance of all terms, including, but not limited to, payment of Rent due under this Lease; and
- (vii) Tenant's guarantor, if any, shall continue to remain liable under the terms of the guaranty of this Lease and, if Landlord deems it necessary, such guarantor shall execute such documents necessary to insure the continuation of its guaranty.

Section 18.2 Notice and Deliveries. Tenant shall give Landlord at least 30 days advance written notice of any proposed Transfer, accompanied by a copy of the proposed

Transfer documents and shall thereafter promptly provide such a fee equal to \$1,000.00 to defray Landlord's costs in reviewing Tenant's request, including such additional information, including financial information, as Landlord may request regarding such transferee.

Section 18.3 Intentionally Omitted.

Section 18.4 Landlord's Interest. In the event of the transfer and assignment by Landlord of its interest in this Lease and in the Building to a person or other entity expressly assuming the Landlord's obligations under this Lease, Landlord shall thereby be released from any further responsibility hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto.

Section 18.5 Acceptance of Rent from Transferee. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article shall not be deemed to be a consent by Landlord to any such Transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

ARTICLE 19. DEFAULT.

Section 19.1 Event of Default Defined. Each of the following shall be an "Event of Default" by Tenant:

(a) The failure to pay any installment of Rent or any other amount payable hereunder when due and such failure is not cured within five business days after delivery of written notice thereof to Tenant; provided that after Landlord has given two such notices in any 12-month period, it shall not be required to give further notice under this Section, and any subsequent failure to pay during the Term hereof shall immediately be an Event of Default.

(b) The failure to procure or maintain any policy of insurance required under this Lease to be procured and maintained by Tenant, and such failure is not cured within 10 business days after delivery of written notice thereof to Tenant.

(c) The failure to comply with any other provision of this Lease that is not cured within 30 days after delivery of written notice thereof to Tenant; provided, however, if the matter in question is not reasonably susceptible of being cured within such 30 day period, then it shall not be an Event of Default hereunder if Tenant commences to cure such matter within such 30 day period and thereafter diligently and with continuity prosecutes such cure to completion in a period not to exceed 90 days after delivery of such notice.

(d) The filing under the United States Bankruptcy Code of a petition by or against Tenant or any guarantor of this Lease.

(e) Tenant is insolvent, fails to pay its debts generally as they become due, makes an assignment for the benefit of its creditors, or a receiver, trustee or liquidator of Tenant or of any material part of its assets or of Tenant's interest in this Lease is appointed in any proceeding.

(f) The vacating or abandonment of any portion of the Premises.

(g) Closure of Tenant's business for any reason (other than because of casualty loss or condemnation or approved remodeling), or Tenant's failure to be open and operating during all the days and hours required hereunder.

(h) Any other event or circumstance deemed an "Event of Default" under this Lease.

Section 19.2 Remedies. Upon the occurrence of an Event of Default, Landlord may, at its option, without further notice or demand of any kind to Tenant or any other person, exercise the following described remedies (in addition to all other legal or equitable remedies):

(a) Landlord may enter the Premises, without terminating this Lease, and perform any covenant or agreement or satisfy or observe any condition creating or giving rise to a default under this Lease and Tenant agrees to pay to Landlord on demand, as additional rent, the amount expended by Landlord in performing such covenant or agreement or satisfying or observing such condition. Landlord, its agents or employees, shall have the right to enter the Premises and such entry and such performance shall not terminate this Lease or constitute an eviction of Tenant in whole or in part, nor relieve Tenant from the continued performance of all covenants, conditions and agreements of this Lease, and Tenant further agrees that Landlord shall not be liable for any claims for loss or damage to Tenant or anyone claiming through or under Tenant.

(b) Landlord may terminate this Lease and the term created hereby in which event Landlord forthwith may re-enter and repossess the Premises and require Tenant to pay to Landlord as liquidated damages a sum of money equal to the present value of the Rent provided in this Lease to be paid by Tenant to Landlord for the balance of the stated term of this Lease less the rental value of the Premises for such period.

(c) Landlord may terminate Tenant's right of possession, without termination of this Lease, in which event Tenant agrees to surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises, in whole or in part, with or without process of law and to repossess Landlord of the Premises or any part thereof and to expel or remove Tenant and any other person, firm or corporation who may be occupying or within the Premises or any part thereof and remove any and all property therefrom, using such force as may be necessary, without terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay Rent and perform any of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to Rent or any other notice of any election made by Landlord under this Section.

Section 19.3 Reletting of Premises. If Landlord terminates this Lease or Tenant's right to possession: (a) Landlord shall use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space at the Shopping Center; (b) Landlord shall not be deemed to have failed to mitigate if Landlord leases any other portions of the Shopping Center before reletting all or any portion of the Premises; and (c) any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period. In recognition that the value of the Shopping Center depends upon on the rental rates and terms of leases therefor, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below the rates provided in this Lease, or containing terms less favorable than those contained in this Lease, shall not give rise to a claim by Tenant that Landlord failed to mitigate damages.

Section 19.4 No Waiver. The service of a notice to quit the Premises, demand for possession, notice that the tenancy hereby created will be terminated on any date, institution of an action of forcible detainer or ejectment or entering of a judgment for possession of the Premises shall not relieve Tenant from Tenant's obligation to pay the Rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. Landlord may collect and receive any Rent due from Tenant and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord may have at equity or at law or by virtue of this Lease at the time of such payment. Rent received by Landlord may be applied to any amounts owed by Tenant in such order as Landlord determines.

Section 19.5 Intentionally Omitted.

Section 19.6 Unamortized Lease Costs. In addition to any and all other rights and remedies Landlord may have, if any leasehold improvements to the Premises are made by Landlord or Landlord pays any tenant improvement allowance, broker's fee or commission or incurs any other expense in connection with this Lease (collectively, the "Lease Costs") and Tenant subsequently vacates the Premises or Tenant's right to possession and/or this Lease is terminated due to an Event of Default, then Tenant shall pay to Landlord, Landlord's then unamortized Lease Costs (computed on a straight line basis, without salvage value, over the original Lease Term).

Section 19.7 Intentionally Omitted.

Section 19.8 Late Payments. Tenant acknowledges that late payment of any Rent or other sum due hereunder will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if Rent or any other sum is due and payable pursuant to this Lease, and such amount remains due and unpaid five days after said amount is due, such amount shall be increased by a late charge in an amount equal to 5% of the unpaid Rent or other payment. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation as additional Rent for each successive monthly period on the first day of each successive month until Landlord receives such unpaid Rent or other payment. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and

statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent to Landlord by Tenant. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant. Any payment made by Tenant to Landlord with a check that is returned to Landlord for non-sufficient funds shall be subject to a service charge of \$250 and be treated as if the payment was never made and subject to a late charge in addition to the service charge provided for herein. During the term of this Lease if any two payments made by Tenant to Landlord with a check are returned to Landlord for non-sufficient funds, Landlord shall have the option to require Tenant to make all future payments by cashier's check. Tenant's failure to pay such late charge or service charge to Landlord within 10 days after written demand shall, at Landlord's option, be an Event of Default hereunder. The provisions of this Article shall in no way relieve Tenant of the obligation to pay Rent or other payments on or before the date on which they are due, nor do the terms of this Article in any way affect Landlord's remedies under this Lease in the event said Rent or other payment is unpaid after the date due. Notwithstanding any contrary term or provision of this Lease, Tenant's covenant and obligation to pay Rent and all other amounts due Landlord hereunder is independent from any of Landlord's covenants, obligations, warranties or representations in this Lease.

Section 19.9 Cumulative Remedies. All rights and remedies of Landlord herein created or reserved or otherwise existing at law or equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.

Section 19.10 Increase in Security Deposit. If an Event of Default by Tenant occurs more than two times within any twelve-month period, irrespective of whether or not such Event of Default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or in equity, Tenant shall be obligated to increase the Security Deposit, if any then exists, by an amount equal to one month's Minimum Rental, which amount shall be paid by Tenant to Landlord on demand. This remedy may be exercised by Landlord up to three times in any Lease Year.

Section 19.11 Rights and Obligations Under the Bankruptcy Code.

(a) If this Lease is assigned or subleased to any person or entity pursuant to the provisions of the United States Bankruptcy Code (the "Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment or sublease shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or its bankruptcy estate. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

(b) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be

appointed agree as follows: (i) to perform each and every obligation of Tenant under this Lease including, but not limited to, the manner of "operation" as provided in this Lease (including the operating covenant and permitted use clause) until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (ii) to pay monthly in advance on the first day of each month, as reasonable compensation for use and occupancy of the Premises, an amount equal to all Minimum Rental and other charges otherwise due pursuant to this Lease and to pay Percentage Rental monthly at the percentage set forth in this Lease for the Lease Year in which such month falls on all Gross Sales during such month in excess of one twelfth of the Breakpoint for such Lease Year, with payment of all such Percentage Rental to be made by the 15th day of the succeeding month.

(c) No default of this Lease by Tenant, either prior to or subsequent to the filing of petition by or against Tenant under the Bankruptcy Code, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(d) It is understood and agreed that this is a Lease of real property in a shopping center and that, therefore, Section 365(b)(3) of the Bankruptcy Code is applicable to any proposed assumption of this Lease in a bankruptcy proceeding.

(e) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

Section 19.12 Landlord Defaults. In the event of any default by Landlord, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have 30 days (or such longer period as may be required in the exercise of due diligence) in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. In any such event, Tenant's remedies shall be limited to those damages actually incurred by Tenant directly on account thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions. The term "Landlord" shall mean only the owner, from time to time, of the Shopping Center, and in the event of the transfer by an owner of its interest in the Shopping Center, such owner shall be released from all obligations of the Landlord thereafter accruing, but such obligations shall be binding upon each new owner for the duration of such owner's ownership. Notwithstanding any other provisions hereof, in the event of any breach or default by Landlord under this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Shopping Center, and in no event shall any deficiency judgment or any money judgment of any kind be sought or obtained against Landlord.

ARTICLE 20. MECHANICS' LIENS. Tenant shall not permit any lien or encumbrance of any kind to be placed against the Premises or Shopping Center and shall discharge any such lien by payment or bonding (if available under applicable law) or posting of other reasonable security within 10 business days after filed, failing which Tenant shall thereupon be in default under this Lease without the requirement of any additional notice or cure period and Landlord may, in addition to any and all other remedies, discharge or bond (if

available under applicable law) such lien at Tenant's expense. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this Article, including, without limitation, Landlord's costs and expenses and reasonable attorneys' fees incurred in connection therewith, which shall constitute additional rent payable by Tenant under this Lease. However, nothing contained herein shall imply any consent or agreement on the part of Landlord or any ground or underlying lessors or mortgagees or holders of deeds of trust covering any portion of the Shopping Center to subject their respective estates or interests to liability under any mechanic's or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to Tenant or anyone holding the Premises, or any part thereof, through or under Tenant, shall have been consented to by Landlord or any of such parties. Tenant will not suffer any other matter or thing whereby the estate, rights and interests of Landlord in the Shopping Center or any part thereof might be impaired. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord.

ARTICLE 21. HOLDING OVER. If Tenant remains in possession of the Premises after the end of the Term, it shall be a tenant at will occupying the Premises at a rental equal to the rent herein provided plus 50% of such amount and otherwise subject to all the conditions, provisions and obligations of this Lease. Tenant shall also be liable for all damages resulting from retention of possession by Tenant.

ARTICLE 22. SUBORDINATION AND ATTORNMENT. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien or any ground lease presently existing or hereafter created upon the Premises or any portion of the Shopping Center, and to any amendments, renewals and extensions thereof, but subject in each case to Tenant's receipt of a non-disturbance agreement reasonably acceptable to Tenant, Tenant agrees that any mortgagee or ground lessor shall have the right at any time to subordinate such mortgage, deed of trust or other lien or ground lease to this Lease, and Tenant shall attorn to any mortgagee or ground lessor, as applicable, upon request therefor. Tenant shall execute such further instruments subordinating this Lease on the terms provided herein as Landlord may request, and as Landlord's lender or ground lessor may reasonably require. Tenant hereby irrevocably constitutes Landlord its attorney in fact to execute such instrument or instruments in Tenant's name, place and stead in the event Tenant should fail to execute any such instrument or instruments promptly as requested. At any time when there is outstanding a mortgage, deed of trust or similar security instrument or ground lease covering Landlord's interest in the Premises, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument or ground lessor, as applicable, shall have received written notice of such default and the time for curing such default provided herein shall thereafter have elapsed. Landlord agrees to obtain a Non-Disturbance and Attornment Agreement from its current lender in form and substance reasonably acceptable to Tenant and deliver same to Tenant within 30 days after the mutual execution hereof, and if Landlord fails to do so Tenant may, by written notice to Landlord at any time thereafter prior to delivery of same to Tenant, terminate this Lease without further liability. Tenant's agreement with respect to subordination and attornment as provided in this Lease as to subsequent mortgagees holding security instruments which encumber the Shopping Center or any part thereof or any lessor, is subject and contingent upon the execution and delivery of a subordination, nondisturbance and attornment agreement in form and substance reasonably acceptable to Tenant.

ARTICLE 23. EXCULPATION. It is expressly understood and agreed that nothing in this Lease contained shall be construed as creating any liability whatsoever against Landlord personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of Landlord, and that all personal liability of Landlord, to the extent permitted by law, of every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security hereunder; and that so far as the parties hereto are concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises and the Shopping Center for the payment thereof.

ARTICLE 24. NOTICES. Any notice or communication required by this Lease must be in writing. Notices and other communications shall be given by overnight courier or by United States Mail, postage prepaid, certified mail, return receipt requested. Notices shall be given at the addresses herein set forth or such other address as Landlord or Tenant may specify in writing. All notices to Tenant may also be given by personal delivery or posting at the Premises. Notices shall be deemed to have been delivered two business days after mailing if sent by certified mail, the next business day after delivery to the overnight courier if sent by overnight courier or the day the same is personally delivered if posted or personally delivered. If any mortgagee or ground lessor shall notify Tenant that it is the holder of a mortgage or ground lease affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such mortgagee or ground lessor in the manner prescribed herein and to such address as such mortgagee or ground lessor shall designate.

ARTICLE 25. RADIUS RESTRICTION. Tenant agrees neither that Tenant nor any business controlled by Tenant (an "Affiliate") shall directly or indirectly own, operate or become financially engaged in any seafood restaurant within a ten (10) mile radius of the Premises. If Tenant or an Affiliate violates the foregoing restriction, then it shall be an Event of Default hereunder, and without limiting the rights and remedies Landlord may have for an Event of Default, Landlord may elect to have all revenues derived from such competing business included in Tenant's Gross Sales for the purposes of determining Percentage Rental under this Lease without adjustment in the Breakpoint. Upon request, Tenant shall provide Landlord with complete information concerning all revenues and sales made from any competing business located within a ten (10) mile radius in the same manner as provided herein for determining Percentage Rental and Landlord shall be entitled to all rights, remedies and recourses provided for in this Lease in enforcing the provisions of this Section. This Article 25 shall not apply to any competing business within a ten (10) mile radius that is being operated by Tenant on the date this Lease is executed.

ARTICLE 26. MISCELLANEOUS.

Section 26.1 Interpretation. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. The use of the term "including" herein shall be construed as meaning "including but not limited to". The term "hereunder" shall mean under this Lease or any Exhibit to this Lease.

Section 26.2 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent or any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

Section 26.3 Captions and Headings. The table of contents and the Article and Section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

Section 26.4 Waiver or Consent. One or more waivers of any provision of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same provision. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 26.5 Time is of the Essence/Force Majeure. Time is of the essence with respect to the performance of all provisions of this Lease except that whenever a period of time is herein prescribed for action to be taken (other than with respect to the payment of any sum of money) Landlord or Tenant shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, weather, war, acts of terrorism, governmental laws, regulations or restrictions or any other causes that are beyond the reasonable control of Landlord or Tenant, as applicable.

Section 26.6 Quiet Enjoyment. Provided Tenant performs all of its obligations hereunder, Tenant shall, subject to the terms of this Lease, any applicable laws and any encumbrances against the Shopping Center, at all times during the Term have the peaceable and quiet enjoyment and possession of the Premises.

Section 26.7 Entire Agreement and Amendments. This Lease contains the entire agreement between the parties, and no agreement shall be effective to supplement, change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement is sought.

Section 26.8 Brokers. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease other than Steiner + Associates, Inc. and agrees to defend and indemnify Landlord from and against any claims by any other broker, agent or other person claiming compensation by virtue of having dealt with Tenant with regard to this leasing transaction. Landlord shall be responsible for any commissions, fees and expenses of Steiner + Associates, Inc.

Section 26.9 Estoppel Certificates. Each party agrees to furnish from time to time, within five days after request by other party, an estoppel certificate signed by such party addressed to such person as the other party requests, confirming and containing such factual certifications and representations as may be reasonably requested.

Section 26.10 Governing Law. The laws of the State of Wisconsin shall govern this Lease and any action brought to enforce this Lease or otherwise arising out of the transactions hereunder shall be brought exclusively in Milwaukee County, Wisconsin.

Section 26.11 Severability. If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 26.12 Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns and subtenants of Tenant to whom the assignment of this Lease or the subletting of the Premises by Tenant has been consented to by Landlord as provided in this Lease, if consent is required for such assignment or sublease. Upon any sale or other transfer by Landlord of its interest in the Premises and in this Lease, and the assumption by Landlord's transferee of the obligations of Landlord hereunder, Landlord shall be relieved of any obligations under this Lease accruing thereafter.

Section 26.13 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

Section 26.14 Shopping Center Name. Landlord reserves the right at any time to change the name by which the Shopping Center is designated.

Section 26.15 Authority. The person executing this Lease on behalf of Tenant represents and warrants that such execution has been duly authorized by all requisite action and this Lease is binding upon and enforceable against Tenant in accordance with its terms.

Section 26.16 No Reservation or Option. This Lease shall be effective only when it is signed by both the Landlord and Tenant. The Tenant's submission of a signed Lease for review by the Landlord does not give the Tenant any interest, right, reservation or option (other than the lease renewal options provided herein) in the Premises.

Section 26.17 Waiver of Warranties. To the maximum extent permitted by law, Tenant hereby waives the benefit of all warranties, express or implied, with respect to the

Premises including, without limitation, any implied warranty that the Premises are suitable for any particular purpose.

Section 26.18 Survival. All of Tenant's obligations under this Lease accruing prior to expiration or other termination of this Lease survive the expiration or other termination of this Lease. Further, all of Tenant's release, indemnification, defense and hold harmless obligations under this Lease survive the expiration or other termination of this Lease, without limitation.

Section 26.19 360 Day Convention. In making any yearly calculations required hereunder, Landlord may utilize the convention of a 360 day year.

Section 26.20 Financial Statements. Tenant will, without charge to Landlord, prior to Tenant's execution of this Lease and within 10 days after Landlord's request at any time during the Term, deliver to Landlord Tenant's most recently available audited financial statements (including any and all financial statement footnotes thereto) with respect to Tenant and any guarantor(s) or other parties obligated upon this Lease for the then most recently ended fiscal year, and for the preceding two fiscal years, which financial statements must be (a) prepared according to generally accepted accounting principles consistently applied, and (b) certified by an independent certified public accountant or by Tenant's (or guarantor's, as the case may be) chief financial officer that the same are true, complete and correct statement of Tenant's (or guarantor's) financial condition as of the date of such financial statements. The aforesaid financial statements will include, without limitation, Tenant's and any guarantor(s) balance sheet, income statement, cash flow statement, statement of sources and uses and such other statements reasonably requested by Landlord.

Section 26.21 Attorney's Fees. If either party retains an attorney to enforce this Lease, the prevailing party in any action brought thereon is entitled to recover reasonable attorneys' fees.

Section 26.22 No Recording. Tenant will not record this Lease without Landlord's prior written consent, which consent Landlord may grant or withhold in its sole and absolute discretion. Tenant may record a memorandum of this Lease and Landlord will cooperate therewith.

Section 26.23 Construction of Lease and Terms. The terms and provisions of this Lease represents the results of negotiations between Landlord and Tenant, each of which are sophisticated parties and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft of the same.

Section 26.24 Remedies Cumulative. No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by

Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by Landlord of any breach by Tenant under this Lease or of any breach by any other tenant under any other lease of any portion of the Shopping Center shall affect or alter this Lease in any way whatsoever.

Section 26.25 Compliance with Laws and Regulations. Tenant, at its sole cost and expense, shall comply, and shall cause the Premises to comply in all material respects with (a) all federal, state, regional, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting any part of the Premises, or the use thereof, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (b) all rules, orders and regulations of the National Fire Protection Association, Landlord's casualty insurer(s) and other applicable insurance rating organizations or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises.

Section 26.26 No Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

Section 26.27 Third Party Beneficiary. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a mortgagee or ground lessor.

Section 26.28 Performance of Landlord's Obligations by Mortgagee or Ground Lessor. Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or ground lessor of Landlord.

Section 26.29 Waiver of Certain Rights. Landlord and Tenant hereby mutually waive any and all rights which either may have to request a jury trial in any action, proceeding or counterclaim (except for those involving personal injury or property damage) arising out of this Lease or Tenant's occupancy of or right to occupy the Premises. Tenant further agrees that in the event Landlord commences any summary proceeding for non-payment of Rent or possession of the Premises, Tenant will not interpose and hereby waives all right to interpose any counterclaim of whatever nature in any such proceeding. Tenant further waives any right to remove said summary proceeding to any other court or to consolidate said summary proceeding with any other action, whether brought prior or subsequent to the summary proceeding.

Section 26.30 Intentionally Omitted.

Section 26.31 Intentionally Omitted.

Section 26.32 Patriot Act. Tenant certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

ARTICLE 27. Intentionally Omitted.

ARTICLE 28. HAZARDOUS SUBSTANCES. The term "Hazardous Substances," shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required, or the use of which is restricted, regulated, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment, but shall exclude oils, cleaning supplies and similar substances customarily used in the restaurant industry. Tenant agrees that (a) no activity will be conducted on the Premises during the Term that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities"), provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; (b) the Premises will not be used by Tenant in any manner during the Term for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; (c) Tenant will not install any underground tanks of any type; (d) Tenant will not allow any surface or subsurface conditions come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (e) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. If, at any time during or after the Term, the Premises are found to be so contaminated or subject to said conditions, Tenant shall indemnify, defend, and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification shall survive the termination or expiration of this Lease.

ARTICLE 29. TENANT FINISH ALLOWANCE. The Tenant Finish Allowance shall be \$1,034,640.00 (based on \$120.00 per square foot) and shall be used by Tenant only for those matters described as Tenant's Work pursuant to Exhibit C. So long as

Tenant is not in default under this Lease and has otherwise performed its obligations hereunder, one-half of the Tenant Finish Allowance shall be disbursed upon substantial completion of Tenant's Work and the balance of the Tenant Finish Allowance shall be disbursed 30 days following the end of the month in which Tenant has: (a) opened for business from the Premises; (b) fulfilled the Tenant Opening Requirements set forth in Section 3.4 of this Lease; and (c) duly executed and delivered the documents set forth in Section 3.5 of this Lease. Tenant acknowledges and agrees that Landlord's provision of the Tenant Finish Allowance is to allow Tenant to determine the location, quality and design of certain leasehold improvements that Landlord would otherwise install in the Premises at its cost. The Tenant Finish Allowance is not a loan or advance by Landlord. No part of the Rent hereunder is included to pay, reimburse or compensate Landlord for the Tenant Finish Allowance. Rather, the Rent hereunder is the current fair market rental rate for the Premises as agreed to by Landlord and Tenant after arms-length negotiation considering the location and condition of the Premises in relation to other premises generally available in this geographic region.

EXCEPT AS SET FORTH HEREIN: (1) LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSES; (2) TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER; AND (3) TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SET OFF, OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

RS SEE RIDER 35, WHICH IS A PART OF THIS LEASE.

RIDER 35

RS
ARTICLE 30. LIQUOR LICENSE.

Landlord shall arrange for a liquor license to be made available for use by Tenant at the Premises. In the event Tenant at any time prior to acceptance of possession of the Premises determines that it cannot reasonably expect to obtain a liquor license for use at the Premises, Tenant may terminate this Lease by notice to Landlord and in such event (a) Tenant shall have no liability of any nature whatsoever hereunder and (b) Landlord shall reimburse Tenant all costs and expenses incurred by Tenant in connection with this Lease up to a maximum of \$25,000.

EXECUTED BY LANDLORD, this 8th day of May, 2006.

Signature of Landlord witnessed by:

Bayshore Town Center, LLC,
a Delaware limited liability company

By: Baypar, LLC, its Managing Member

Kathleen J. Harrigan
Print Name: KATHLEEN J. HARRIGAN

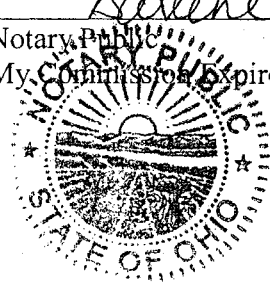
By: Yaromir Steiner
Yaromir Steiner, Manager

Tami M Dunfee
Print Name: Tami M Dunfee

STATE OF OHIO :
: SS
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 8th day of May, 2006 by Yaromir Steiner, Manager of Baypar, LLC, Managing Member of Bayshore Town Center LLC, a Delaware limited liability company, on behalf of said limited liability company.

Darlene ReCTOR
Notary Public
My Commission Expires: _____

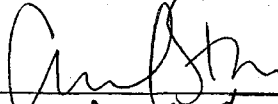


DARLENE RECTOR
Notary Public, State of Ohio
My Commission Expires
02-19-08

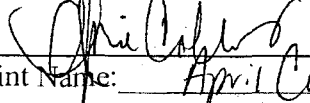
EXECUTED BY TENANT, this _____ day of _____, 2006.

Signature of Tenant witnessed by:

Houlihan's Restaurants, Inc.,
a Delaware corporation



Print Name: Amanda Stone

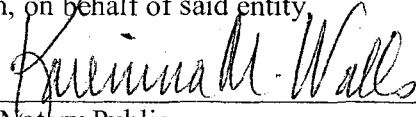


Print Name: April Collins

By: Paul A. Strasen
Title: Vice President

STATE OF Missouri :
 : SS
COUNTY OF Jackson :

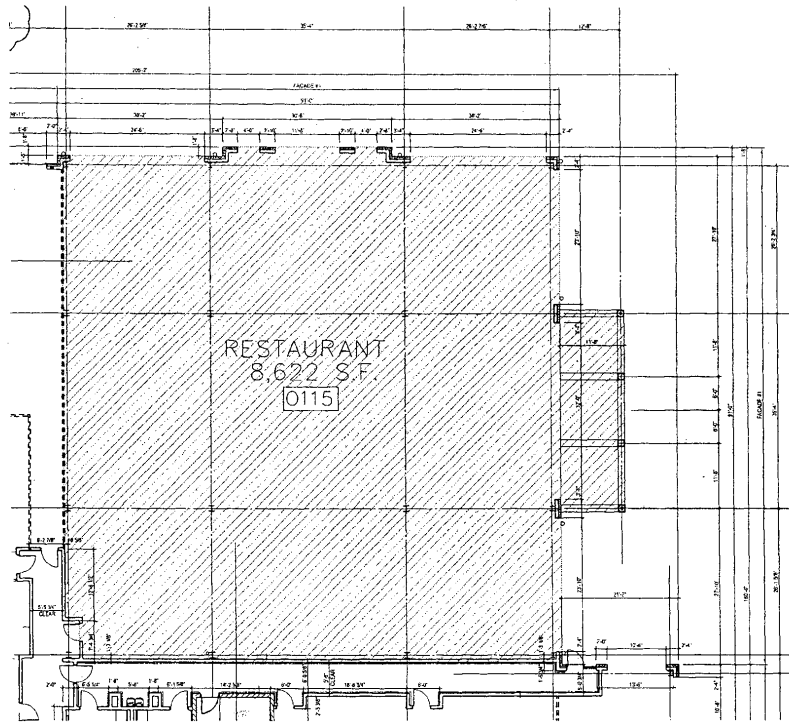
The foregoing instrument was acknowledged before me this 26 day of April, 2006 by Paul A. Strasen, Vice President of Houlihan's Restaurants, Inc., a Delaware corporation, on behalf of said entity,



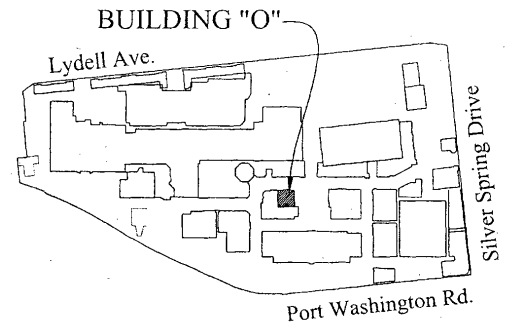
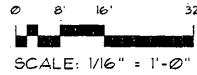
Notary Public
My Commission Expires: 4-25-07

KARENINA M. WALLS
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned in Jackson County
My Commission Expires 4-25-07

EXHIBIT A
PREMISES SPACE PLAN



FIRST FLOOR PLAN
PRELIMINARY SPACE PLAN 0115
NOT FOR DESIGN PURPOSES



Key Plan

Disclaimer:
All dimensions and square footage calculations are preliminary and subject to change without notice. Tenant's architect or designer to confirm all dimensions prior to commencing design activities. Tenant, tenant's contractor, designer or architect to field verify conditions prior to construction.

EXHIBIT B
SHOPPING CENTER LEGAL DESCRIPTION

EXHIBIT B
LEGAL DESCRIPTION OF SHOPPING CENTER

That part of government Lots 3 and 4 in the Southeast $\frac{1}{4}$ of Section 29, Town 8 North, Range 22 East, in the City of Glendale, County of Milwaukee, state of Wisconsin bounded and described as follows:

Commencing at a point in the West line of said $\frac{1}{4}$ Section, 60.00 Feet, $N0^{\circ}28'27''W$ of the Southwest corner of said $\frac{1}{4}$ Section; Thence $N89^{\circ}40'14''E$, parallel to the South line of said $\frac{1}{4}$ Section, 60.00 feet to the Easterly right of way line of relocated N. Port Washington Road also the point of beginning; Thence $N0^{\circ}28'27''W$ along said Easterly right of way, 120.00 feet; Thence $S89^{\circ}40'14''W$, 60.00 feet to the West line of said $\frac{1}{4}$ Section; Thence $N0^{\circ}28'27''E$ along said West line, 150.00 feet; Thence $N89^{\circ}40'14''E$, 60.00 feet to the aforesaid Easterly right of way; Thence $N0^{\circ}28'27''E$ along said Easterly right of way, 735.27 feet to a point; Thence $N89^{\circ}31'33''E$ along said Easterly right of way, 5.00 feet to a point on a curved line; Thence Northeasterly along said Easterly right of way being a curved line, (having a radius of 507.95 feet with its center to the East and a chord 267.36 feet in length which bears $N14^{\circ}47'03''E$) an arc distance of 270.55 feet to a point of tangency; Thence $N30^{\circ}02'33''E$ along said Easterly right of way, 299.87 feet to a point of curve; Thence Northeasterly along said Easterly right of way being a curved line, (having a radius of 2741.32 feet with its center to the Southeast and a chord 296.10 feet in length which bears $N33^{\circ}08'18''E$) an arc distance of 296.24 feet to a point of tangency; Thence $N36^{\circ}14'03''E$ along said Easterly right of way, 139.35 feet to a point of curve; Thence Northeasterly along said Easterly right of way being a curved line, (having a radius of 2130.72 feet with its center to the Southeast and chord 342.61 feet in length which bears $N31^{\circ}37'22''E$) an arc distance of 342.98 feet to a point of non tangency; Thence $N36^{\circ}16'37''E$ along said Easterly right of way, 18.25 feet; Thence $N89^{\circ}26'33''E$ along said Easterly right of way, 4.48 feet to a point of a non tangent curve; Thence Northeasterly along said Easterly right of way being a curved line, (having a radius of 2137.75 feet with its center to the Northwest and a chord 138.17 feet in length which bears $N24^{\circ}37'10''E$) an arc distance of 138.19 feet to a point of tangency; Thence $N89^{\circ}26'33''E$, 127.74 feet to a point; Thence $S0^{\circ}18'37''E$, 52.43 feet to a point; Thence $N89^{\circ}26'33''E$, 185.00 feet to a point; Thence $S0^{\circ}18'37''E$, 15.00 feet to a point; Thence $N89^{\circ}26'33''E$, 154.00 feet to a point; Thence $S30^{\circ}11'33''E$, 66.24 feet to a point; Thence $N89^{\circ}26'33''E$, 2.29 feet to a point; Thence $S0^{\circ}18'39''E$ parallel to and 30.00 feet West (measured at right angles) to the East line of the West half said of $\frac{1}{4}$ Section, 1916.36 feet to point "A"; Thence $S89^{\circ}37'18''W$, 382.44 feet to a point; Thence $S0^{\circ}19'24''E$, 271.93 feet to a point on the North right of way of West Silver Spring Drive being 60.00 feet North (measured at right angles) to the South line of said $\frac{1}{4}$ Section; Thence $S89^{\circ}40'14''W$ along said North right of way line, 640.64 feet; Thence $S0^{\circ}19'46''E$, 60.00 feet to the South line of said $\frac{1}{4}$ Section; Thence $S89^{\circ}40'14''W$ along said South line, 80.00 feet; Thence $N0^{\circ}19'46''W$, 60.00 feet to the North right of way line of West Silver Spring Drive; Thence $S89^{\circ}40'14''W$ along said North right of way line, 123.30 feet to the point of beginning; Containing 2,281,049 SF (52.366 AC.) of land, not including lands being used for street right of way.

That part of government Lot 4 in the Southeast ¼ of Section 29, Town 8 North, Range 22 East, in the City of Glendale, County of Wisconsin, state of Wisconsin together with the vacated West 30.00 feet of North Lydell Avenue, adjoining on the East (reserving the South 20.00 feet of the aforesaid Parcel 1 of Certified Survey Map No. 3329 for a permanent ingress and egress easement), bounded and described as follows:

Commencing at the Southeast corner of said Parcel 1 of Certified Survey Map No. 3329; Thence S89°37'18"W along the South line of said Parcel 1, 325.00 feet to the West line of said Parcel 1; Thence N0°18'50"W along said West line, 250.00 feet to the North line of said Parcel 1; Thence N89°40'27"E along said North line; 325.00 feet to the East line of said Parcel 1; Thence S0°18'39"W along said West line, 249.64 feet to the point of beginning; This parcel contains 1.865 acres, more or less.

Excepting and excluding all lands to be acquired by the Community Development Authority.

Also excepting and excluding lands to be retained by Kohl's Department Store, Inc. more particularly described as follows:

Commencing at point "A" as described above; Thence S89°37'18"W, 325.00 feet to the point of beginning; Thence S89°37'18"W, 53.99 feet; Thence N0°22'40" west, 19.34 feet to the South building façade of Kohl's Department Store; Thence S89°47'38"W along said face, 200.00 feet to the West building façade of said store; Thence N0°18'46"W along said face, 105.58 feet; Thence S89°41'15"W along said face, 1.35 feet; Thence N0°18'45"W along said face, 8.80 feet; Thence S89°41'15"W along said face, 1.35 feet; Thence N0°18'45"W along said face, 8.80 feet; Thence S89°41'15"W along said face, 1.35 feet; Thence N0°18'45"W along said face, 8.80 feet; Thence S89°41'45"W along said face, 1.35 feet; Thence N0°18'45"W along said face, 51.40 feet; Thence N89°41'15"E along said face 1.35 feet; Thence N0°18'45"W along said face, 8.80 feet; Thence N89°41'15"E along said face, 1.35 feet; Thence N0°18'45"W along said face, 8.80 feet; Thence N89°41'15"E along said face, 1.35 feet; Thence N0°18'45"W along said face, 8.80 feet; Thence N89°41'15"E along said face, 1.35 feet; Thence N0°18'45"W along said face, 8.80 feet; Thence N89°41'15"E along said face, 1.35 feet; Thence N0°18'46"W along said face 212.30 feet to the North building face of said store; Thence N89°40'35"E along said face, 200.00 feet to the Northeast building corner of said store; Thence N0°18'44"W, 28.17 feet; Thence S84°34'30"E, 69.54 feet; Thence S5°25'30"W, 2.00 feet; Thence S84°34'30"E, 133.39 feet; Thence S18°33'43"W, 8.87 feet; Thence S71°26'17"E, 92.61 feet to a point on a curve to the left; Thence 74.59 feet along said curve to the left with a radius of 222.00 feet whose chord bears South 81°34'30"E, 74.24 feet to a non tangent line; Thence S45°41'25"E, 21.21 feet ; Thence N89°37'47"E, 3.63 feet to the West right of way of North Lydell Avenue; Thence S0°18'39"E along said West right of way, 132.34 feet to the North line of Parcel 1 of Certified Survey Map No. 3329; Thence S89°40'27"W along said North line, 325.00 feet to the West line of said Parcel 1; Thence S0°18'50"E along said West line, 250.00 feet to the point of beginning.

Containing 168,883 SF (3.877 Acres) of land, more or less.

EXHIBIT C
LANDLORD'S WORK AND TENANT'S WORK

EXHIBIT C

Draft Date: 6/10/05; Revised 4/10/2006; 4/21/06.

LANDLORD'S WORK LETTER - TENANT'S WORK LETTER

**Devon Seafood Grill
BAYSHORE
GLENDALE, WISCONSIN**

SECTION 1. LANDLORD'S WORK

- A. **Landlord's Work Defined:** The following defines the Landlord's obligations with respect to improvements to the Premises and constitutes "Landlord's Work" as defined herein and in the Lease. Landlord shall make the determination of which space is considered retail versus high density/restaurant uses. All work not specifically defined herein is considered to be Tenant's responsibility as part of interior finish work.
- B. **General Construction Description:**
1. Floor: Tenant shall install its concrete slab and, in addition to the Tenant Finish Allowance and payable in the same manner as the Tenant Finish allowance, Landlord shall pay Tenant an additional allowance equal to \$5.00 per square foot.
 2. Demising partition: Landlord will erect stud framing partitions full height between adjacent spaces to define the Premises and Landlord will provide gypsum board on corridor side.
 3. Landlord shall provide one door unit for access at the rear of the building. Door unit to be 3'6" x 7' x 1-3/4", prime coated, hollow metal door (insulated at exterior doors) with hollow metal frame, and will include hinges, and weather stripping at exterior doors. Interior door will be 1 hour rated, if required by Code. Door location mutually agreed by Landlord and Tenant. Relocation of door, installation of permanent lockset and any additional hardware, and painting of Premise side of door are to be by Tenant.
- C. **Utility Description:**
1. Fire protection systems:
 - a. Landlord will provide a suppression system line at or near, the rear of the Premises at a mutually agreed location provided Tenant provides notification to Landlord of its desired location within 60 days after the mutual execution of this Lease. The system sizing will be designed as required by state or local code. Tenant shall be responsible for all modifications necessary to accommodate Tenant's plan, including installation of all branch lines and sprinkler heads. All modifications in the Premises shall be at Tenant's sole cost and with Landlord approval.
 2. Plumbing:
 - a. Domestic water branch line will be provided by Landlord to a point at or near the rear of the Premises, with a single 2" valve for Tenant connection, and which shall provide

adequate pressure for Tenant's use. Landlord will furnish specifications for water meter with remote reader capabilities which Tenant will install at Tenant's expense at a location determined by Landlord.

- b. At slab-on-grade locations, a 4" sanitary drain line will be stubbed up, typically in a 12" x 12" leave-out area or in a PVC sleeve. Location of sanitary line will be mutually agreed to by Landlord and Tenant provided Tenant provides notification to Landlord of its desired location within 60 days after the mutual execution of this Lease. Landlord will identify the location of sanitary line and will be responsible to extend sanitary line to location per Tenant's plans. Tenant will be responsible for making connection to the sanitary drain and all work thereafter. Vent piping will be stubbed into or near the Premises for Tenant connection for spaces with no direct roof access. Tenant, at its expense, will provide vent piping and associated roof penetrations at all other locations.
- c. Landlord shall install grease trap and grease waste stub into Tenant's space at a location mutually agreed to by Landlord and Tenant. Tenant shall reimburse Landlord for Landlord's reasonable costs incurred in installing the grease trap and waste stub within 30 days after written invoice and delivery of reasonable supporting documentation.
- d. Natural gas service: Natural gas service and manifold assembly will be provided at a mutually agreeable location at the rear of the building by Landlord. Landlord shall provide a gas line at Landlord's expense to a mutually agreed to location from the wall near the Tenant's meter location to the roof. Tenant is responsible for all other associated gas piping from the stub location to the equipment that requires gas and/or to the Premises, including final connections, modifications to the manifold, meter set and any associated costs. The Tenant shall coordinate and install gas meter as required by the utility company.

3. Heating, ventilation, and air conditioning:

- a. Landlord will provide a routing path for tenants without direct access to the roof. All other work relating to the HVAC shall be by Tenant at its expense. Location of Tenant's roof top HVAC equipment shall be at a mutually agreed location as shown on Premises LOD.
- b. Landlord will stub a central toilet exhaust system with low pressure ductwork mains into or near each retail space that does not have direct access to the roof. All extensions and equipment within Premises, including final connections, to be by Tenant. All restaurant tenants will be responsible for their entire individual toilet exhaust system.

4. Electrical:

- a. Electric service shall be metered by the local utility company.
- b. Landlord will provide a conduit, with nylon drag line for Tenant's electrical feeders from building's main electrical room and electric meter to Premises (with the pull to be less than 200 feet), in such size as required by Tenant's electric capacity. Location of conduit will be determined by Landlord.
- c. Power availability is based on a capacity of 800 amp service. Power available is 480/277 volt, 3 phase, 4 wire, 60 hertz, 17.5 watts per square foot.

5. Telephone/Cable/Data: Three 1" telephone/cable/data conduit with nylon drag lines will be provided to the Premises, only for those tenant spaces that are located remote from the Landlord's central telephone room (with the pull to be less than 200 feet).
6. Fire alarm system: At newly-constructed, multi-tenant buildings, Landlord will provide at a mutually agreed location the base building fire alarm connection to the base building fire alarm panel to the Premises. At newly-constructed, single-tenant buildings, Landlord will provide a 4" conduit with nylon drag line from the communication ductbank to the Premises. Tenant shall furnish and install a complete fire alarm system (as required by Code) within the Premises at Tenant's expense. Fire alarm systems that exceed code requirements are not permitted unless approved in writing by the Landlord. All fire alarm devices must be compatible with the Landlord's base building specified fire alarm system. Final connection into Landlord's fire alarm system will be by Landlord's fire alarm contractor at Tenant's expense. Landlord's fire alarm system shall be operational in sufficient time so as not to delay the fire inspection and the issuance to Tenant of a certificate of occupancy. Refer to Section 2, Tenant's Work, "Fire Alarm Systems", for additional information.

SECTION 2. TENANT'S WORK

A. **Tenant's Work Defined:** The following defines the Tenant's obligations with respect to improvements to the Premises and constitutes "Tenant's Work" as defined herein and in the Lease. All Tenant construction shall be in accordance with the requirements of all applicable codes, ordinances, rules, and regulations, including, but not limited to, the Americans with Disabilities Act Accessibility Guidelines and applicable state and local building code (the "Code"), all authorities having jurisdiction over the work and Landlord's insurance carrier. In case of conflict, the standard rule, ordinance, etc. providing the higher standard/requirement shall prevail. Tenant's design and construction must also comply with the minimum criteria below. From and after the date Tenant commences Tenant's Work, Tenant shall be deemed to have sole control and possession of the Premises and shall be solely responsible for all personnel performing, and property used in, Tenant's Work (provided the foregoing shall not limit Landlord's right of access otherwise provided). Landlord may deduct from the Tenant Finish Allowance otherwise payable to Tenant under the Lease the amount owed by Tenant for any item permitted to be performed by Landlord at Tenant's expense hereunder, or Landlord may, at its option, send Tenant a written invoice for such amount in which case Tenant shall pay such invoice within 30 days after Tenant's receipt thereof. Notwithstanding anything to the contrary contained herein: (i) Tenant shall not be required to use any Landlord designated contractor for any services with respect to the Premises, except as expressly set forth herein and only to the extent such contractor's prices are reasonable and competitive; and (ii) in any case where Landlord's consent or approval is required hereunder, Landlord's consent shall not be unreasonably withheld, conditioned or delayed.

B. General Design and Construction:

1. All Tenant construction shall be in conformance with the approved construction type of the structure and the Code.
2. Any penetrations planned by Tenant through the roof, ceiling, floor, or exterior wall of the Premises must be approved by Landlord, in writing, at the time of plan preparation and prior to performing such work. All openings must be done in compliance with Code as it relates to fire ratings and protection. For any openings through structurally supported levels, concrete slab must be core-bored, sleeved, grouted, sealed, and made waterproof.
3. All penetrations through roof shall be by Tenant and all flashing and roofing repair work shall be by Landlord's roofing contractor and paid for by Tenant. Penetrations will require Landlord's prior written approval.

4. No fastening to or suspending from the underside of the floor or roof deck is permitted without the Landlord's prior written approval for all loads over 400 pounds. Such approval will not be given prior to review of appropriate loading and detail information.
5. Tenant shall reimburse Landlord for its cost in erecting a temporary barricade for the Premises. Tenant shall, at its sole cost and expense, in accordance with the Tenant Design Criteria install appropriate Tenant identification signage on the barricade. Tenant shall submit plans for the identification signage to Landlord for approval prior to erection. See the Tenant's Design Criteria for additional information.
6. Work by Tenant's contractor must be coordinated with Landlord. Tenant's contractor must keep a clean site, free of all trash and debris, and is responsible for trash removal to dumpsters provided by Landlord. Trash and debris shall not be left, at any time, outside the Premises. Tenant shall pay Landlord within 30 days after Tenant's receipt of a written invoice a one time fee in the amount of \$0.50 per square foot of leasable area in the Premises to pay for Tenant's proportionate share of costs incurred by Landlord for construction trash dumpsters, construction toilets, and traffic control during construction. During Tenant's fixturing, merchandising and training, the Tenant will be solely responsible for the cost of all utilities used by Tenant and for the cost of trash removal from the Premises to a location within 50 feet of the Premises.
7. Tenant shall be responsible to repair any damages caused by Tenant or its agents to Landlord's installed systems. All building components/systems shall be restored to original condition and per Landlord's specifications.
8. Tenant shall be responsible to maintain access to Landlord systems installed within the Premises, based on "as-built" conditions, subject to Landlord's timely identification of such systems and their locations on or before the mutual execution of the Lease. Tenant shall provide access panels, size as required, to gain access to Landlord systems above non-accessible ceilings. Verify exact requirements in field.
9. Tenant shall pay Landlord a one time fee of \$400 to reimburse Landlord for its expenses incurred in reviewing Tenant's plans at the time of the first submission. **No work shall be performed by Tenant until Landlord has approved all drawings. The Landlord design review does not, in any way, relieve the Tenant of the responsibility to meet all building codes and lease requirements.**

C. **Tenant Finishes:**

1. Tenant's Work shall comply with the Tenant Design Criteria Booklet and the Tenant Handbook.
2. **Flooring:** All concrete infill by Tenant is to be doweled into existing slab with #4 reinforcing bars at 12" on center. Reinforcing bars are to be a minimum of 16" long with 10" of the bar drilled and epoxied into Landlord's existing concrete slab. If area to be poured back is a trench, dowels are to be installed at both sides of trench and tied together. All fill below slab should be aggregate, uniformly compacted to 100%. Construction of control joint shall match base building standard detail.

Tenant shall, with respect to its slab on grade, meet the following minimum specifications: a 4" concrete slab (smooth trowel finish with control joints to match existing) with a minimum compressive strength of 3,000 psi, reinforced with 6 x 6 - W1.4 wire woven fabric, over a six mil vapor barrier.

3. Tenant is responsible for installing 5/8" Type X gypsum board to demising wall framing, full height to top of stud (as part of a rated assembly if required by Code). Tenant shall provide rated wall assemblies as required by Code. This may require rated openings for transfer ducts, fire safing insulation to seal top of wall and fire rated caulk at all Landlord and tenant penetrations. Tenant shall provide noncombustible blocking as necessary for fixtures if it is required. Tenant shall use its reasonable best efforts to prevent construction from interfering with adjacent premises. All restaurant and assembly use tenants shall provide sound batt insulation, full depth of stud, full height of demising wall, tight to deck. Completely seal all voids between wall and deck on Tenant's side of wall.
4. At the interior surface of all exterior walls, tenant shall install 5/8" mold-resistant gypsum panels. These panels are to have a moisture and mold-resistant gypsum core encased in moisture resistant papers similar to "Sheetrock Brand HUMITEK Gypsum Panels" or approved equal such as Densshield Cemeticous.
5. Per local fire department, Tenant will be required to stencil, above the ceiling, in 6" lettering equal to Helvetica medium, every 16' along the length of the rated wall, the rating designation of that wall (i.e., 1 hour, 2 hour, etc.)
6. Tenant shall provide and install noncombustible fire stops as may be required at separations from the Premises and ceiling above common areas. Fire stop must not be attached to the Landlord's floor or roof deck.
7. Tenant shall provide and install thermal insulation as required by Code or per the following criteria, where the higher standard or requirement shall prevail. Tenant shall install a minimum of R-13 foil faced, ASTM C 665, Type III, class A batt insulation at exterior walls. All joints, ruptures and penetrations in vapor retarder are to be sealed completely with FSK-25 Class A tape. If any thermal insulation installed by the Landlord is removed, damaged or compromised during tenant's construction, the Tenant shall repair the insulation per all building codes and subject to Landlord's approval.
8. Tenant is responsible for maintaining integrity of all fire protected or sound rated assemblies. Tenant shall be responsible for providing Code required column protection system, ceiling membrane system, and associated components at all areas within tenant space required to have protection where protection has not been installed by the Landlord. If rated assembly components are damaged or compromised during construction, Tenant shall repair the assembly per Code and Landlord's prior approval.
9. All tenants shall provide sound batt insulation, full depth of stud, full height of demising wall, tight to deck. Completely seal all voids between wall and deck. Tenant is responsible to maintain a minimum sound transmission classification (STC) of 45 at demising walls. All restaurant or assembly use tenants shall provide a minimum STC of 45, including two layers of 5/8" gypsum board on restaurant/assembly use Tenant side of demising wall. Tenant shall use all commercially reasonable efforts to minimize transmission of sound to adjacent tenants. If additional gypsum board is required on adjacent tenant side of demising wall, it shall be the responsibility of restaurant or assembly use Tenant. **Tenant will be responsible to perform Tenant's design work in such a manner as to minimize sound transmission in accordance with this Exhibit.**
10. Tenant's interior partitions shall be made of metal stud framing with 5/8" gypsum board finish on all sides, with taped and spackled joints., except to the extent otherwise approved by Landlord.
11. All restrooms and areas immediately surrounding plumbing fixtures shall be constructed with water-resistant drywall.

12. Tenant is responsible to design all storefront systems, and floor and wall assemblies such that water does not infiltrate the premises or adjacent Tenant spaces. Tenant shall include properly flashing storefront systems and installing water proof membrane at all wet areas and water resistant drywall to prevent mold and mildew as legally required or as Tenant and Landlord deem reasonably necessary.
13. Tenant restrooms: Restrooms shall be designed and constructed by Tenant and shall comply with all Code and ADA, and reasonably approved by Landlord. Fixtures to be ADA compliant. Restroom doors shall have size appropriate hardware. All toilet rooms shall have tile sanitary floors and bases that extend a minimum of 4" above finish floor. Floor drains shall meet ADA Guidelines.
14. Mop sinks and electric water coolers will be by Tenant, if required. Wall surface adjacent to floor mounted mop sink will need waterproof finish (i.e. fiberglass reinforced panel) to minimum 4' above finish floor. Caulk and seal all joints adjacent to mop sink.
15. All Tenants located above other tenant spaces shall provide a Landlord-approved waterproof membrane between the structural floor and the Tenant's finish floor and extend to 4" up each wall in all rooms with plumbing fixtures (kitchen areas, toilet rooms, janitor closets, etc.). NobleSeal TS, a composite sheet membrane manufactured from chlorinated polyethylene by The Noble Company, is an acceptable thin-bed waterproofing isolation sheet for ceramic tile installations (nominal thickness is 0.8 mm). Equal products may be used if approved in writing by Landlord during plan approval process. All installation procedures must be in accordance with manufacturer's recommendations.
16. Tenant shall install hard surfaced, durable flooring, such as porcelain tile, wood, slate, etc., in all public areas within 10'-0" from front lease line adjacent to a public entrance. Other proposed flooring must be approved in writing by Landlord. Tenant shall be responsible for installing a membrane or similar material below finish flooring to control cracking of the Tenant installed finish flooring at all control joints.
17. Control/expansion joints in sales area must be detailed and illustrated in the construction documents and must be designed to allow adequate movement. Control/expansion joint materials must be compatible with the floor finish materials and must be detailed to allow movement at all control/expansion joints at Landlord provided slab-on-grade.
18. Ceilings: Tenant shall install hard surfaced, durable ceilings, such as gypsum board, in all public areas, unless otherwise approved in writing by Landlord.
19. Metal suspension systems shall be used for all ceilings and shall be secured to Landlord's structural framing only. No connections to Landlord's roof or floor deck, piping, ductwork, conduit, etc. will be permitted.
20. Combustible materials of any sort (including non-plenum rated cabling) may not be used or stored above the Tenant's ceiling.
21. Tenant shall provide access to permit servicing to all equipment located above the ceiling. Access panels in hard surface ceilings must be flush and fully concealed with adjacent finishes. Access panel should be located as inconspicuously as possible.

22. Swinging doors must not open across the Tenant's lease line or into any common area, unless approved, in writing, by Landlord. Roll down, sliding, or folding grilles are not allowed. Tenant spaces with occupant loads exceeding 50 persons must have outward swinging doors per Code.
23. Tenant shall provide complete storefront system(s), including any required blocking. All exposed, exterior components of Tenant's storefront shall have a finish that coordinates with the Landlord's base building. All exterior finishes are subject to mutual approval of Landlord and Tenant. Storefront systems used at exterior locations shall be thermally broken.
24. All materials employed in Tenant's storefront shall be hard surface, durable materials that require minimum maintenance. Exterior glazing shall be insulating panels.
25. Awnings: At numerous exterior building facades, awnings have been incorporated into the design of the building. At these locations, as deemed by the Landlord, Tenant shall provide and install any awnings that have been included in the building's design. Tenant shall be responsible for entire system, including any blocking or structural elements needed for adequate support. Awning design, color, size, configuration, and location to be mutually approved by Landlord and Tenant prior to installation and should reflect the building's original design intent. Tenant shall be responsible for awning maintenance, as approved by Landlord. Awnings' fabric color to remain consistent. If awnings are installed prior to Tenant's construction, Tenant shall reimburse the Landlord for the cost of each awning.

D. Fire Protection:

1. Tenant's Work shall include, but not be limited to, installation of branch lines, hangers, sprinkler drops, etc. Landlord shall install an isolation valve so that the sprinkler system within the Premise can be isolated from the sprinkler system(s) in the shell building and/or adjacent tenant spaces. Any fire alarm work associated with the isolation valve (flow and tamper switches, etc.) shall also be the Tenant's responsibility.
2. The fire protection system shall comply with all governing codes.
3. Tenant is responsible for any drain downs/refilling of the fire protection system, including all related costs, as required for the build-out of the Premises.
4. The Landlord shall be given written notice three working days prior to any shut-downs that may be required.

E. Plumbing:

1. Tenant shall provide piping as required to connect its plumbing system to the Landlord provided (including but not limited to) domestic water, sanitary, ventilation, and gas piping systems.
2. Damages caused to Landlord installed vapor barrier by the Tenant during construction, must be repaired by Tenant to original specifications. Damages caused to Landlord installed methane system by Tenant during construction shall be repaired by Landlord at Tenant's expense.
3. The plumbing system shall comply with Code.
4. Plumbing fixtures and accessories shall be of commercial quality and shall be of water conserving type to the extent required by Code.

5. Floor drains with cleanout shall be provided in toilet rooms with more than two fixtures, at all toilet rooms above the ground level, and kitchens, as required by Code. A minimum of one floor drain will be required to be installed by Tenant in each room as listed above. Tenant shall provide trap primers as required by Code.
6. Gas or electric water heater shall be provided by Tenant per Code and Tenant requirements.
7. Tenant shall remove all spoils from the site at Tenant's expense.
8. Landlord will furnish specifications for water meter with remote reader capabilities which Tenant will install at Tenant's expense at a location (which may be inside the Premises at a location reasonably approved by Landlord and Tenant) reasonably approved by Landlord.
9. Tenant is responsible for providing label to identify Tenant's gas and/or water meter. Label is to meet Landlord's standard, which is white letters routed on black plastic laminate.
10. Tenant supplied gas piping shall be painted to match building exterior and/or per Code where visible.
11. PVC piping shall not be run in return air plenums, either in the leased Premises, or below the slab on deck, if Premises is located above an occupiable space.

F. Heating, Ventilation, and Air Conditioning:

1. General requirements:
 - (a) Tenant shall furnish and install a complete HVAC system, including rooftop units, curbs, frames, all ductwork from the rooftop unit(s) to the Premises, and all HVAC components within Premises. Landlord will provide duct chase locations for Tenants with no direct access to the roof. The Tenant shall duct return air up through the chase to the rooftop unit. Tenant shall provide gas or electric service to rooftop unit(s) from Tenant's metered service. Landlord shall provide a roof capable of supporting the HVAC system.
 - (b) Rooftop units supplied and installed by Tenant shall be purchased from manufacturer with make and model as mutually agreed. Units shall be air cooled, direct expansion packaged units. Condensate drain to be properly trapped and extended to splash block on roof, or as required by code.
 - (c) All floor and roof penetrations shall be by the Tenant, and curb flashing and roofing repairs shall be by Landlord's approved roofing contractor at Tenant's expense. Location of all roof top equipment to be mutually agreed.
 - (d) Controls: All controls and control wiring shall be by Tenant.
 - (e) Tenant shall provide clear access to all equipment
 - (f) Fire alarm system: Tenant shall furnish and install, at Tenant's expense, all fire alarm devices associated with the HVAC system as required by Code (i.e., duct detectors, fire dampers, etc). Landlord's fire alarm contractor shall make all final connections and any required modifications required as a result of Tenant's store design or construction to the base building fire alarm system at Tenant's expense.

- (g) All equipment, rooftop unit locations and heights shall be approved by the Landlord, prior to installation.
- (h) Tenant is responsible for providing label to identify tenant-supplied roof top equipment. Label is to meet Landlord's standard. Coordinate size with Landlord.
- (i) All tenants with roof top equipment located above other tenant spaces shall provide a complete sound and vibration isolation system to isolate motorized equipment, piping, ductwork, and appurtenances from the building structure/ceiling construction to minimize the transmission of both air-borne and structure-borne sound to and within tenant spaces located below the Tenant's roof top equipment. Expected noise levels shall conform to noise criteria recommendations as set forth in the current edition of ASHRAE Guide and Fundamentals. The midpoint of the range of noise criteria curves shall apply.

Sound and vibration control design criteria for mechanical systems for the Tenant installed mechanical systems shall conform to the chapter in Sound and Vibration Control in the current edition of ASHRAE Guide, HVAC Systems and Applications.

At a minimum, all tenants with roof top equipment located above other tenant spaces shall comply with the following:

1. Lay two layers of ½" Durock cement board within the confines of the roof curbs directly on top of the metal deck. Lay a 6" thick blanket of glass fiber insulation above the cement board.
2. Install each roof top unit on a roof spring curb. Static deflection shall be 2". Use the Kinetics KSR model isolation curb or an approved equal.
3. Main supply and return air ducts passing through the bottom of the roof top unit shall have flexible conavas duct connections located between the top of the roof deck and the bottom of the roof top unit, so as to avoid short-circuiting the vibration isolation system.
4. Main supply and return air ducts which run through the second floor tenant spaces shall be internally lined with 1" thick glass fiber duct liner. The liner should extend from the unit connection to the point where the ducts enter the vertical duct shaft.
5. Silencers shall be installed in the main supply and return air ducts 3 feet after the duct passes through the roof deck. Specify silencers manufactured by Industrial Acoustics Company (IAC), model LFL, 3 feet long, with a pressure drop of less than 0.05 w.g. @ 800 fpm air velocity. Refer to IAC's website at industrialacoustics.com.
6. Main supply and return air ducts routed through the second floor tenant spaces should be sized so that air velocities do not exceed 1500 fpm.
7. Pipe and duct penetrations through the roof and shaft walls shall be acoustically sealed.

2. Distribution equipment:

- a. Tenant shall furnish and install standard insulated air distribution system, including connection to unit.
- b. Tenant shall be responsible for all ductwork within the Landlord located chase and the closure of the shaft at the second floor assembly. All voids within the chase shaft shall be sealed by Tenant, and any fire dampers which may be required shall be provided by Tenant.

- c. Ductwork: Ductwork shall be fabricated of galvanized sheet metal and be designed and constructed in accordance with the latest ASHRAE and SMACNA guidelines and the Code.
- d. Tenant shall insulate all supply ductwork.
- e. All supply diffusers, return grilles, and balance dampers within the Premises shall be provided by Tenant and shall be sized to distribute the required air volume. The type and manufacturer for these devices is left to the discretion of Tenant.

3. Toilet Exhaust:

- a. Toilet rooms shall be exhausted per Code. Retail tenants' toilet exhaust shall be tied into the Landlord's toilet exhaust system where provided. Modifications to the Landlord's exhaust system for exhaust air volume greater than that required for the standard toilet room shall be by the Tenant. Restaurant tenants, high density tenants, and all retail tenants with direct roof access above, shall provide their own toilet exhaust system.
- b. Toilet exhaust and/or plumbing vents must be located at the minimum distance specified by Code from all fresh air intakes.

4. Heating/reheat:

- a. Tenants with exterior exposures shall provide heating or reheat as required to offset the exterior façade heat loss or provide humidity control in the space.

G. Electrical:

1. Power systems design:

- a. At newly constructed multi-tenant buildings: Tenant is responsible to furnish and install electrical service feeders from Landlord's electric equipment room to Tenant's Premises, utilizing Landlord installed conduit. All connections are to be by Tenant at Tenant's expense. Electric meter and current transformers shall be furnished and installed by the local utility company. Electrical feeder conductors shall be sized as required by Code for Tenant's requirements. Tenant shall coordinate metering and service requirements with the Landlord. All conductors shall be insulated copper wire type THHN or THWN. Minimum electrical service size shall be 100 amp at 480/277 volt, 3 phase, 4 wire. The tenant shall comply with the electric utility service and metering requirements.

For services 200 amps and less: Tenant shall utilize a meter/overcurrent position in the Landlord provided meter stack; tenant to verify that a position is available for connection to and coordinate with Landlord. The Tenant shall extend Landlord provided conduit to the meter stack and to Tenant panel and provide an appropriately rated overcurrent device within the meter stack based on service load requirements.

For services 400 amps to 1200 amps: Tenant shall provide a transocket in an approved location within the electrical room and provide an appropriately rated overcurrent device within the Main Switchboard based on service load requirements. The Tenant shall extend Landlord installed conduit(s) and/or provide additional conduit(s) between the Main Switchboard, transocket and Tenant Premises' panel.

For services 1600 amps to 2000 amps: Tenant shall provide a meter/overcurrent distribution section connected into the building's existing Main Switchboard within the

electrical room, extend housekeeping pad and provide an appropriately rated overcurrent device within the meter/overcurrent distribution section based on service load requirements. The Tenant shall provide conduit(s) between the meter/overcurrent distribution section and Tenant Premises' panel.

- b. If required conduit size exceeds 2" diameter, larger conduit shall be furnished and installed by Landlord, at the Tenant's expense. All conduits within the Premises shall be furnished and installed by Tenant. All conduits installed in public areas shall be concealed. Exposed conduit visible to the public is not acceptable.
- c. Tenant must establish an account with the local electric utility company. Electric meter shall be furnished and installed by the electric utility company.
- d. Panel-board(s) shall be designed for 20% minimum spare ampacity (based on connected load).
- e. Tenant is responsible for furnishing and installing all electrical equipment, including, but not limited to, distribution panel-boards, appliance panel-boards, disconnect switches (fusible or non-fusible), transformers, motor starters, wiring devices, and all related conduits, feeders, branch circuits, and control wiring within the Premises.
- f. Tenant is responsible for the installation and removal of temporary lighting and power and related ground fault circuit protection.
- g. Tenant is responsible for providing a weatherproof toggle switch, service light, and ground fault circuit interrupting receptacle at all Tenant provided rooftop equipment, as required by Code.
- h. All convenience outlets located near water sources shall be provided by a ground fault circuit interrupting device to the extent required by Code.
- i. Electric service to rooftop unit(s) shall be provided by Tenant, from Tenant's metered electric service.
- j. Tenant is responsible to provide label at Landlord's base building switchgear, to identify Tenant's service. Label shall be white letters routed on black plastic laminate.

2. Lighting system design:

- a. All lighting must be reviewed and approved by the Landlord prior to installation, and must conform to the following lighting guidelines. Tenant is responsible for furnishing and installing all lighting fixtures, lamps, wiring, convenience outlets, time clocks, contractors, signs, etc., and all related conduits, controls, and wiring within the Premises. Entire installation shall meet all requirements of national and local electrical codes. All equipment shall bear UL labels to the extent required by Code.
- b. Except for food service tenants, Tenant shall, at Tenant's expense, install track lighting with light fixtures extending across the full width of the show windows and above all exterior windows for brilliant illumination of Tenant's merchandise. **This lighting shall be provided on a separate circuit on Tenant's electrical panel and provided with an automatic timer so lights can remain on during hours as designated by the Landlord.** Type of lighting to be approved in advance by Landlord. Show window

outlets shall also be provided by Tenant in accordance with National Electrical Code and shall be designed to blend in with show window design. See Tenant's Design Criteria for additional information.

- c. Except for restaurant tenants, all fluorescent fixtures shall be 2' x 2' 9-cell parabolic fixtures, 2' x 4' 18-cell parabolic fixtures, or strip fixtures, concealed in light coves. Acrylic lenses are not allowed, except in storage areas not visible to the general public. Tenants are encouraged to creatively utilize other sources of illumination in their store design. Fluorescent fixtures shall utilize T-8 lamps and electronic ballast.
- d. H.I.D. lighting shall not be used unless approved by the Landlord.
- e. Low voltage lighting or par lamps are recommended for high impact on merchandise.
- f. All showcase and display cases must be adequately lighted and ventilated. Direct visual exposure of lamps is not acceptable.
- g. Exit/emergency lighting system shall be by Tenant. Emergency means of egress lighting shall be provided by Tenant to illuminate Premises, as required by Code. Exit/emergency means of egress lighting fixtures shall be provided with battery back-up and shall be recessed lights or twin-head light packs. In areas visible to customers, battery assembly for emergency means of egress lights shall be concealed with remote-type light fixtures. Type of fixtures to be approved in advance by Landlord and shall match manufacturer and model number of fixtures installed in building common areas.
- h. Landlord to provide specifications for exterior egress fixtures for Tenant's installation. Cost of fixture is at Tenant's expense.
- i. Connections to all devices in Tenant's sales/ customer areas shall be concealed.
- j. Storefront signage shall be provided on a separate circuit on Tenant's electrical panel and provided with an automatic timer so signage can remain on during hours designated by Landlord. See Tenant Design Criteria for additional information.
- k. All conduits installed in public areas shall be concealed. Exposed conduit visible to the public is not acceptable, unless approved in advance, in writing, by the Landlord.
- l. Any Tenant requiring new rear exit doors or relocation of existing doors may be required to provide additional lighting at new exterior door location(s). Light fixture(s) shall match manufacturer and model number of lighting fixtures specified by Landlord. Final connection to lighting circuit and all expenses shall be by Tenant.

3. Fire alarm systems:

- a. Tenant shall furnish and install a complete fire alarm system (as required by Code) within the Premises at Tenant's expense. Tenant fire alarm systems exceeding the code requirements are not allowed without written permission from the Landlord. All fire alarm system components shall be UL listed for use with Landlord's fire alarm system. Tenant shall coordinate with Landlord's fire alarm contractor regarding required manufacturer and model numbers. Final connection into Landlord's fire alarm panel will be by Landlord's fire alarm contractor at Tenant's expense.

4. Telephone/cable system:

a. Tenant is responsible for a complete telephone system (and cable system if required) within the Premise. Telephone and cable lines shall be installed in the Landlord-provided conduit(s) from the Premise to Landlord's central telephone area by Tenant at Tenant's expense. Tenant must install telephone backboard within the Premises. No tenant equipment is to be installed at the Landlord's central telephone backboard.

5. Special systems design:

a. Television and security systems, associated equipment, and all conduits and wiring required by such systems, shall be by Tenant if required. The location and installation of any rooftop mounted antenna or satellite dish must be approved in advance, in writing, by the Landlord. Tenant shall use the Landlord's roofing contractor for all roofing penetrations and repairs, at Tenant's expense.

b. Delivery buzzer system, including associated conduit and wire, shall be provided by Tenant, if required by Tenant.

c. Audio systems installed by Tenant shall be designed in such a way that the sound shall be contained to the extent reasonably practicable within Tenant's leased Premises (except that sound may be transmitted to Tenant's patio area).

H. Food Service Tenant Additional Criteria:

1. All food service tenants must design their space to accommodate the storage of waste cooking oil, linens, firewood, etc. within the demised premises. Tenants are not permitted to store any items outside of their demised premises at any time. All food service tenants using fryers or in excess of 50 pounds of cooking oil in their operations will be required to install a cooking oil management system as manufactured by Restaurant Technologies Inc. (RTI) or an approved equivalent. Alternate manufacturers must be approved in writing by Landlord.
2. Tenant's HVAC design must be submitted to the Landlord for preliminary review. Final design will need to be approved in advance, in writing, by Landlord. Design shall include all calculations necessary to properly analyze the system. System shall be designed by an engineer licensed in the state where the project is located.
3. All food preparation exhaust duct systems shall be by Tenant and shall comply with all applicable building codes. Duct systems shall vent to the roof (unless approved otherwise in advance, in writing, by Landlord). Where there is a tenant above the Premises, Landlord shall provide a shaft, at location designated by Landlord, to the roof. Tenant shall provide all equipment, ductwork, curbs and frames, fire dampers, fans, etc. All locations shall require Landlord's prior written approval.
4. Landlord's roofing subcontractor will be used by the Tenant if work on the roof is required, at the Tenant's expense. At all food prep. exhaust duct systems, the Landlord's roofing sub will provide and install a grease compatible membrane overlay at the Tenant's expense. Size of membrane to be 20' square; location to be approved by the Landlord.
5. Tenant shall provide all supply and return air ductwork required for the HVAC system.
6. Tenant shall provide its complete toilet exhaust system.
7. Exhaust fans on roof shall be up-blast type and Tenant shall use commercially reasonable efforts to locate same a minimum of 20' away from all fresh air intakes or as reasonably approved by Landlord. Tenant

shall provide exhaust to minimize all hot food odors. Tenant shall not permit odors from within the Premises to enter other areas of the Center in any way which would adversely affect the operation of the Center or the operation of any other tenant's business operations.

8. Tenant shall provide its own system to condition the kitchen and provide make-up air to the exhaust hoods.
9. Cutting of roof openings shall be done by the Tenant, and all flashing, patching and repair shall be done by Landlord's roofing contractor, paid for by the Tenant, and approved by the Landlord.
10. Tenant's roof equipment shall be located in areas mutually agreed by Landlord and Tenant. Roof equipment shall be clearly identified with Tenant's name, and shall be factory painted according to Landlord's specifications.
11. Kitchen, including equipment and exhaust system, shall comply with all state and local codes, including local health authorities.
12. Equipment must be installed allowing clear access for servicing.
13. Tenant is responsible for connecting waste to the Center's sanitary line at a location mutually agreed by Landlord and Tenant. Tenant shall be responsible for all maintenance and cleaning of the grease trap per Landlord's standards, except: (a) if it is a shared grease trap, in which case Landlord shall maintain and clean such grease trap and Tenant shall pay a proportionate share of Landlord's expense to do so; and (b) Landlord may at its discretion maintain and clean such grease trap at Tenant's expense.
14. Tenant shall extend gas piping from the point to which Landlord supplied same under section 1(C)(2)(d) above to the Premises as required. Landlord shall approve in advance, in writing, location of gas piping. Tenant shall paint gas piping as required by Landlord and/or Code.
15. The curb and frame required for Tenant's hood exhaust system and make-up air system will be provided by Tenant. Tenant shall provide all equipment and make all connections at Tenant's expense.
16. Tenant shall provide sound batt insulation at all demising wall locations, full height to deck, full depth of stud.
17. Tenant shall provide adequate isolation and drainage around and under all coolers, freezers, and other food service equipment to minimize condensation on any building surface. This is a Tenant design responsibility. If a condensation problem occurs, it shall be the Tenant's sole responsibility for corrective action to satisfy Landlord.
18. All kitchen areas, toilet rooms, janitor closets, etc. in areas with floors below shall have a Landlord-approved waterproof membrane between the structural floor and the Tenant's finish floor and extend to 4" up each wall. NobleSeal TS, a composite sheet membrane manufactured from chlorinated polyethylene by The Noble Company, is an acceptable thin-bed waterproofing isolation sheet for ceramic tile installations (nominal thickness is 0.8 mm). Equal products may be used if approved in writing by Landlord during plan approval process. All installation procedures must be in accordance with manufacturer's recommendations.
19. All walk-in coolers and freezers must have a UL label and be installed by a licensed refrigeration contractor.

BAYSHORE
TENANT CALCULATION CHECK/DATA TABULATION SHEETS

DIRECTIONS FOR COMPLETION

A. General:

1. All blanks on the forms must be filled in.
2. Forms must be completed by the Tenant's mechanical or electrical engineer.
3. The project architect/manager is responsible for insuring mechanical and electrical coordination.
4. If the forms are not filled out or if they are not returned with the drawings for approval, the Tenant documents will be considered as not received.

B. Electrical:

1. All data presented shall be connected loads per NEC.

PREPARED BY: _____ DATE: _____ TELEPHONE
NUMBER: _____

BAYSHORE
ELECTRICAL DATA TABULATION SHEET

TENANT _____ SUITE # _____
AREA: MAIN FLOOR _____ SF MEZZANINE _____ SF

LOAD TYPE CONNECTED KW

Space lighting

Showcase lighting

Sign lighting

Receptacles

Water heating

Toilet exhaust fan (HP)

*Special appliances or equipment

Miscellaneous (indicate)

Space heating

Air conditioning (HP, KW, or FLA)

Fan coil unit (HP)

Exhaust hood fan(s) (HP)

Make-up air fan (HP)

Largest motor _____ Total motor (HP)

Transformer size (KW or KVA - indicate)

Total connected load (KW)

Total connected load (watts per square foot) _____

Total simultaneous load (KW)
(maintained at 3 hours or more)

PREPARED BY: _____ DATE: _____
TELEPHONE NUMBER: _____

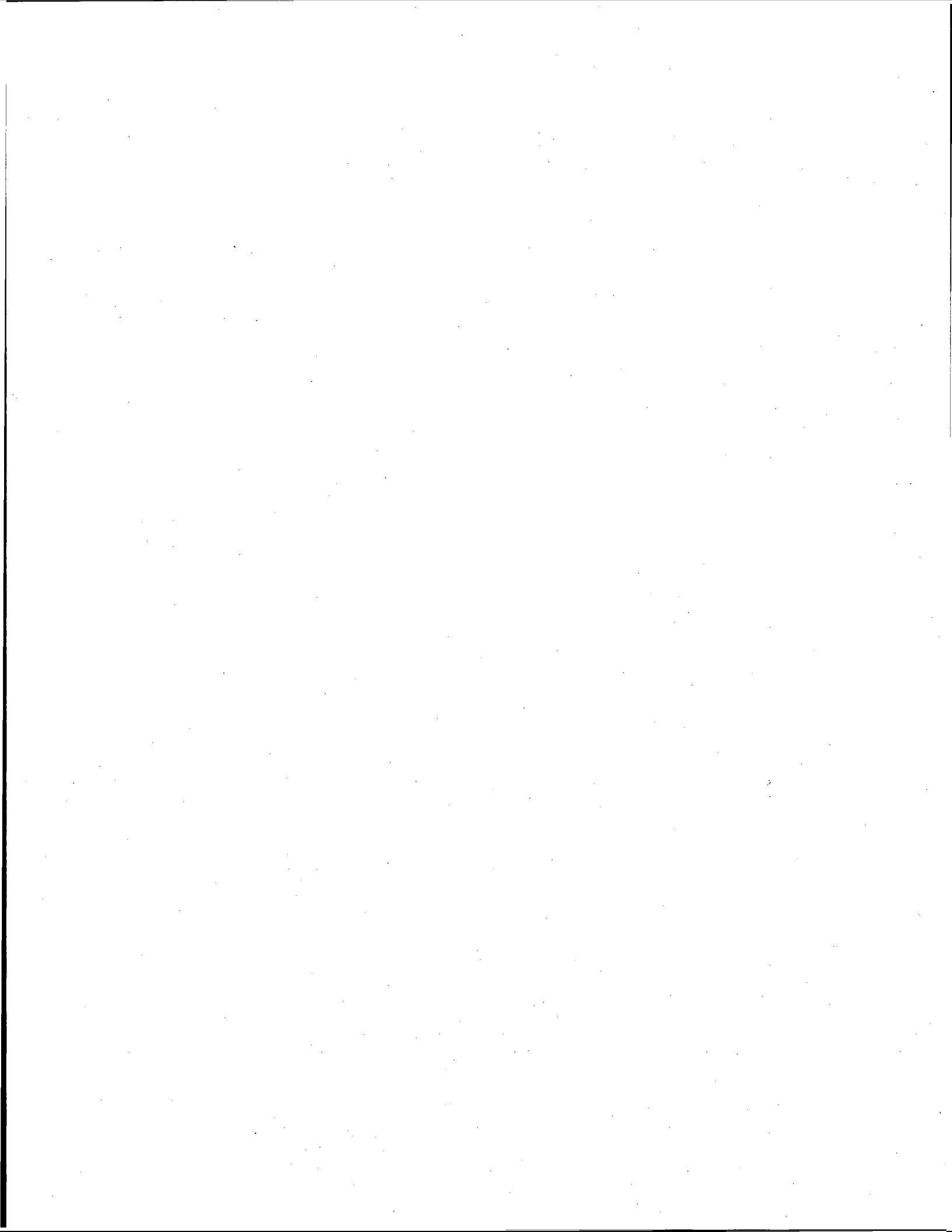


EXHIBIT D
SIGN CRITERIA

EXHIBIT D

Draft Date: February 21, 2006

DEVON SEAFOOD GRILL SIGN CRITERIA

BAYSHORE
GLENDALE, WISCONSIN

GENERAL SIGNAGE CRITERIA

1. All Tenant signage shall have written Landlord approval. Signage shall be limited to name, logo, and decorative treatment. No sign shall be erected without Landlord's prior written approval of Tenant's sign fabricator's shop drawings and specifications.
2. No formed plastic, injection molded plastic, or box-type back-lit panel signs are permitted. There may be tenant designs at specific locations where animated components or flashing lights may be integral to the character of the design. These design proposals will be reviewed by the Landlord, but typically will not be permitted.
3. No signmaker's labels, Underwriter's or other identification shall be permitted on the exposed surface of signs, except those required by local ordinance.
4. No exposed conduit, tubing, or raceways, as well as transformers or other equipment, shall be permitted, unless approved by the Landlord.
5. Postal numbers will match Landlord's criteria and will be installed by the Tenant at Tenant's expense.
6. Electrical service to Tenant's sign shall be part of Tenant's installation and operating cost.
7. All sign illumination shall be on a separate 7-day, 24-hour time clock set in accordance with Shopping Center's operating hours or otherwise agreed between Landlord and Tenant. Illumination shall be constant, without any flickering, blinking, moving, or interruption.
8. No advertisements, notices, sale signs, or other lettering, other than the permanent display of store name or logo, shall be affixed or exhibited on the storefront or be visible from the common area without specific written approval of the Landlord.
9. Tenant will obtain all state and local sign permits, and pay any associated fees.
10. Tenant is responsible for complete attachment assembly of all sign types, including all wood blocking and other structural support necessary for a complete installation. Complete assembly must be submitted to the Landlord for approval.
11. Upon vacating the Premises, Tenant agrees to remove all signs and repair any damage caused by such removal.

STOREFRONT SIGNAGE DESIGN CRITERIA

1. Tenants should review and follow guidelines set forth in the Tenant Design Criteria for all proposed signage. All signage, including signs of a temporary nature, must be approved by the Landlord in writing before use.
2. All Tenants shall design, fabricate, and maintain a horizontal, illuminated, one-sided sign in addition to other sign requirements. Said sign will be installed by the Tenant at the Tenant's expense, and shall be mounted parallel to the Tenant's storefront, at Tenant's option to be entry doors. The one-sided horizontal sign shall be fabricated of Landlord approved material. Neon letters, logo, and tile accents may be used to enhance and delineate the signage. All other bold, creative designs will be considered.
3. All Tenants are required to design, fabricate, and maintain a projection double-sided blade sign (refer to Tenant Design Criteria for design guidelines). Said sign will be installed by the Tenant at Tenant's expense. The sign will be mounted to the exterior of the building; location varies. The blade sign shall be fabricated of Landlord approved material. No formed plastic, injection molded plastic, or box-type back-lit panel signs are permitted.

The blade sign and bracket will have integrated spotlights on both faces for illumination, or will be illuminated by an adjustable, single head spotlight mounted on each side of the sign on the roof framing or building face. The lights will be connected back to a junction box inside the wall by the Tenant. No exposed wiring, conduit, or devices will be permitted, unless approved by Landlord.

4. As an option, Tenant may paint their name and/or logo only on the inside face of their storefront that is glass. No sign shall be painted on any exterior surface of the Premises. Such signage shall be of letters and graphics only, without opaque backgrounds. Decals are not allowed.
5. Tenants with special architectural features (such as an architectural tower) fronting their space are allowed to use painted and neon signage. All such tenants are required to design, fabricate, and maintain the neon signage. Said signage must be approved by the Landlord and will be installed by the Tenant. The sign will be a neon sign on a painted metal backing, designed as a self-contained unit.
6. Tenants at "end cap" locations are permitted up to two signs mounted on the exterior facing (i.e. parking areas) building fascia. These signs may be painted and neon with a total combined area (for one or both signs) not to exceed 400 SF. All such Tenants may design, fabricate, and maintain the neon signage. Said signage must be approved by the Landlord and will be installed by the Tenant. The sign may be a neon sign on a painted metal backing, designed as a self-contained unit.
7. At all illuminated signage locations, the Tenant shall circuit the sign electrical wiring to its electrical system time clock (photocell on; clock off). This time clock shall be separate from the Tenant time clock used to regulate interior lighting. Any neon transformers used shall be located within the Premises.
8. All Tenants with exterior storefronts are required to provide awnings at their storefronts, except where the Landlord's metal canopies are already provided or where storefront faces onto a roofed public passage. Signage on awnings is typically limited to the Tenant's logo and must be approved by the Landlord. Minimum awning projection from the facade is 6'-0". Back-lit awnings are not acceptable.

Tenants with awnings are required to submit photo-ready artwork of any graphics/signs being proposed to be applied to the awning to the Landlord for approval. If approved by the Landlord, the Tenant will be responsible for applying this artwork to the face of the awnings as directed by the Landlord unless Landlord provides awnings.

EXHIBIT E

Intentionally Deleted

EXHIBIT F
RENEWAL TERM

A. First Renewal Term. Provided that as of the date Tenant exercises this renewal right pursuant to this Subsection A no Event of Default exists and Tenant is occupying the entire Premises for its permitted use, Tenant may renew this Lease for an additional period of five years (the "First Renewal Term"). To exercise its renewal right hereunder, Tenant shall deliver written notice of the exercise thereof to Landlord at least six months before the expiration of the initial Term. If Tenant exercises its renewal right hereunder, then on or before the expiration date of the initial Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms as provided in this Lease, except: (1) Minimum Rental payable during each month of the First Renewal Term shall be \$20,836.50, based on \$29.00 per square foot per annum; (2) Tenant shall accept the Premises AS IS and without any allowance; and (3) Tenant shall have no further renewal option except under subsection B below.

B. Second Renewal Term. Provided that as of the date Tenant exercises this renewal right pursuant to this Subsection B no Event of Default exists and Tenant is occupying the entire Premises for its permitted use, and further provided Tenant has renewed the Lease under subsection A above, Tenant may renew this Lease for an additional period of five years (the "Second Renewal Term"). To exercise its renewal right hereunder, Tenant shall deliver written notice of the exercise thereof to Landlord at least six months before the expiration of the First Renewal Term. If Tenant exercises its renewal right hereunder, then on or before the expiration date of the First Renewal Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms as provided in this Lease, except: (1) Minimum Rental payable during each month of the Second Renewal Term shall be \$23,710.50; based on \$33.00 per square foot per annum; (2) Tenant shall accept the Premises AS IS and without any allowance; and (3) Tenant shall have no further renewal option.

Tenant's rights under this Exhibit shall terminate if Tenant fails to timely exercise its renewal right under this Exhibit, time being of the essence, or if the Lease or Tenant's right to possession of the Premises is terminated for any reason prior to the expiration of the then term.

EXHIBIT G
EXCLUSIVES/NOXIOUS USES

1. The sale or display for sale or rental any of the following: books, magazines, periodicals and newspapers in print, books, magazines, periodicals and newspapers on tape, disk, CD-ROM, DVD and/or any other media, as well as any items which are a technological evolution of any of the foregoing items (collectively, the "Exclusive Items"), or any Coffee Shop primarily selling coffee by the cup and whole bean or ground coffee such as, by way of example only, the current operations of Starbucks, Gloria Jeans, Barneys and Carribou Coffee. The Incidental Sale of one, all or any combination of the Exclusive Items in connection with the overall business of another operator or tenant shall be permitted. Furthermore, the sale of coffee, tea or other beverages by (i) a non-Coffee Shop restaurant operator as a part of its general restaurant, bakery or bagel operation or (ii) an Anchor, if same is ancillary to the primary retail operation of any such Anchor, and if the same is operated within such Anchor's premises as an integrated portion of such facility, it being understood and agreed that no separately demised premises for such operation shall be permitted (it being further understood and agreed that, in connection with the operations conducted pursuant to the foregoing clauses (i) and (ii), such operation shall not be held out or portrayed to the public, by way of signage or other advertising, as being operated by a recognized café operator such as, by way of example only, the current operations of Starbucks, Gloria Jeans, Barneys and Carribou Coffee, but, rather, such operations must be presented to the public as part of the overall offering of any such operator or retailer), shall be permitted. As used herein, "Incidental Sale" shall mean (x) less than five percent (5%) of such tenant's or operator's gross sales in any given calendar month and (y) no more than five hundred (500) square feet of such operator's or tenant's display area (inclusive of allocable aisle space), but in no event shall any kiosk, pushcart or other similar item be permitted to sell Exclusive Items or coffee by the cup or whole bean or ground coffee. Any retail operation within an office space shall be considered a separately demised premises for purposes of calculating Incidental Sale. Notwithstanding the foregoing, a department store having Leasable Square Footage of 120,000 square feet or more and offering a full-line of merchandise shall not be subject to these restriction. As used herein, "Anchor" shall mean and refer to a retail operator in the Shopping Center having Leasable Square Footage in excess of 20,000 square feet.

2. Over ten feet of wall space or over 300 square feet used or occupied for, or devoted to the sale or display of athletic footwear is prohibited. This exclusive does not include: (i) department stores, (ii) any stores operated by Vantor Group Retail, (iii) full line shoe stores, (iv) existing Athletes Foot, which can be renewed and relocated in same wing as Foot Locker, however, square footage cannot be increased, or (v) one full line sporting goods store greater than 15,000 square feet.

3. Opening of a temporary store, for a period less than one year, which sells party goods, greeting cards, gift wrap or collectible ornaments during October – December on a cart, kiosk or similar type outlet is prohibited. If space leased in-line on a temporary bases for sale of Christmas merchandise, merchandise must be limited to the sale of greeting cards, gift wrap and paper products to 16 lineal feet.

4. A full service steakhouse restaurant in excess of 3,500 square feet. A "steakhouse" restaurant shall mean any restaurant (i) with the word "steak", "prime rib" or "beef" or any variation thereof, or any other words that give a connotation of a steak, prime rib or beef theme or atmosphere in its name, or (ii) where steak, prime rib or beef is specified in its advertising or marketing efforts as its primary focus, or (iii) where the sale of steak, prime rib and beef collectively constitute 40% or more of its entrée items or 40% or more of its entrée sales computed on a dollar basis.

5. Noxious Uses: (a) second hand or surplus store; (b) mobile home park or trailer court; (c) fire, bankruptcy or action sale; (d) laundry or dry cleaning operation; (e) automobile, truck, R.V. sales, leasing, display or repair; (f) living, lodging or sleeping quarters; (g) veterinary hospital, animal raising facility or pet shop; (h) mortuary; (i) any establishment selling or exhibiting pornographic materials; (j) auto parts store or gas station; (k) any church, synagogue, mosque, temple or other place of worship; (l) a "head shop" or any establishment displaying or selling drug paraphernalia; (m) a massage parlor; (n) a sports, game or off track betting facility or club; or (o) any "discount" retail operation.

**FIRST AMENDMENT TO
SHOPPING CENTER LEASE**

THIS FIRST AMENDMENT TO SHOPPING CENTER LEASE ("**Amendment**") is made by and between **BAYSHORE TOWN CENTER LLC**, a Delaware limited liability company ("**Landlord**"), and **HOULIHAN'S RESTAURANTS, INC.**, a Delaware corporation ("**Tenant**"). The effective date of this Amendment is August 15, 2016 (the "**Effective Date**").

RECITALS

- A. Landlord and Tenant entered into that certain Shopping Center Lease dated May 8, 2006 (the "**Lease**"), for premises referred to as Suite O-115, comprising approximately 8,634 square feet of Floor Area (the "**Premises**"), and located in The Bayshore Town Center Shopping Center, Glendale, Wisconsin.
- B. The parties desire to extend the Term of the Lease and to otherwise amend the Lease as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by this reference and made a part of this Agreement as if more fully set forth herein.
- 2. **Extended Lease Term.** Landlord and Tenant hereby agree that the term of the shall be extended to include five (5) additional Lease Years beginning on February 1, 2017 and expiring on January 31, 2022 (the "**Extended Term**"), unless sooner terminated as set forth in the Lease. The term of the Lease shall include the Extended Term and shall be under all the terms and conditions of the Lease as herein modified. Notwithstanding anything in the Lease or this Amendment to the contrary, Tenant shall retain the options or rights to extend the Term of the Lease for the Renewal Term(s) as set forth in Exhibit F to the Lease provided that the written notice required by such Exhibit F to exercise the First Renewal Term shall be due from Tenant at least one hundred eighty (180) days prior to the expiration of the Extended Term; Tenant's right to extend the Term of the Lease for the Renewal Term(s) and the Minimum Rental applicable to such periods shall be subject to the terms, conditions, and amounts set forth in the Lease, as amended herein.
- 3. **Minimum Rental for Extended Term.** During the Extended Term, Minimum Rental shall be as follows: (a) for Lease Year 1 of the Extended Term, an amount equal to \$18,707.00 per month (based on \$26.00 per square foot of Floor Area in the Premises, per year); (b) for Lease Year 2 of the Extended Term, an amount equal to \$19,131.51 per month (based on \$26.29 per square foot of Floor Area in the Premises, per year); (c) for Lease Year 3 of the Extended Term, an amount equal to \$19,556.01 per month (based on \$27.18 per square foot of

Floor Area in the Premises, per year); (d) for Lease Year 4 of the Extended Term, an amount equal to \$19,994.91 per month (based on \$27.79 per square foot of Floor Area in the Premises, per year); and (e) for Lease Year 5 of the Extended Term, an amount equal to \$20,448.19 per month (based on \$28.42 per square foot of Floor Area in the Premises, per year). Throughout the Extended Term, Minimum Rental shall be payable to Landlord as set forth in and subject to the terms of the Lease (except as amended herein).

4. **Premises Remodel.** On or before December 1, 2018, Tenant, at Tenant's sole expense and without any reimbursement or allowance from Landlord, shall complete certain cosmetic remodeling work in or on the Premises pursuant to plans and specifications first approved by Landlord, in writing ("**Tenant's Remodeling Work**"). Notwithstanding anything to the contrary contained herein, Tenant shall not be obligated to incur more than \$25,000 in connection with Tenant's Remodeling Work and all obligations on the part of the Tenant hereunder to complete such work shall be qualified by this limitation. Tenant shall complete such Tenant's Remodeling Work in accordance with all laws, rules, regulations and ordinances applicable thereto. All permits, if any, for Tenant's Remodeling Work shall be obtained by Tenant at Tenant's sole cost and expense.

5. **Amended Landlord Address.** The Lease is amended such that Landlord's address shall be:

c/o Olshan Properties
5500 New Albany Road East, Suite 200
New Albany, Ohio 43054
Attn: Lease Administration

6. **Tenant's Acceptance of Premises.** Tenant hereby accepts the Premises "AS IS, WHERE IS" and acknowledges that Landlord shall have no responsibility to complete any repairs or alterations.

7. **Confidentiality.** Landlord and Tenant shall each keep the substance and the terms and conditions of this Amendment confidential (except lenders, investors, professional advisers, and other similar parties with a need to know who shall be subject to the confidentiality requirements herein or as required by law or by a court of competent jurisdiction). Neither party shall publicly announce the execution of this Amendment without the prior written consent of the other party.

8. **Capitalized Terms.** All capitalized terms used herein shall have the meaning as set forth in the Lease, unless otherwise defined herein

9. **Effect of Amendments.** Except as amended by this Amendment, the Lease shall remain unmodified and in full force and effect. In the event of conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail.

10. **Entire Agreement.** This Amendment embodies the entire understanding between Landlord and Tenant with respect to its subject matter and can be changed only by an

instrument in writing signed by Landlord and Tenant.

11. **Amendment Binding.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

12. **Facsimile Signatures.** Tenant and Landlord agree that facsimile signatures shall be considered legal and binding with regard to this Amendment, however, each party hereto shall sign each counterpart and return counterparts with original signature to the other party hereto within seven (7) business days following receipt of the facsimile signatures.

13. **Counterparts.** This Amendment and the Lease, and any further amendments, may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

14. **Fees and Costs.** If any party hereto shall bring any suit or other action against another for relief, declaratory or otherwise, arising out of this Amendment, the losing party shall pay the prevailing party's reasonable costs and expenses, including reasonable attorneys' fees and court costs.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF and intending to be legally bound, the parties have executed this Amendment.

EXECUTED BY LANDLORD, this 4th day of NOVEMBER, 2016.

BAYSHORE TOWN CENTER, LLC,
a Delaware limited liability company

By: Bayshore MLO Associates, LLC
a Delaware limited liability company

By: 

Name: Kenneth Marshall

Its: Authorized Signatory

EXECUTED BY TENANT, this 1st day of December, 2016.

HOULIHAN'S RESTAURANTS, INC.,
a Delaware corporation

By: [Signature]

Name: Anthony D. Paros

Its: Secretary

Exhibit B

Detailed Aged Receivable

Cut-off Date: 11-06-2019

Based Upon: Accounting Date

Property: BAYSHORE Bayshore - Retail

Unit	Charge Date	Charge Type	Description	Current Balance	Future Activity	Current 0-30 Days	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days
Tenant: BSDevon Devon Seafood Grill #154										
Lease: BSDevon(0)				Last Payment Date:	10-31-2019	Check No.:	2252083	Amount:	937.61	
O115	04-15-2019	PYINS	PY Adj. - Insurance 2018	1,346.04						1,346.04
	07-02-2019	PYTAX	PY Adj. - Tax 2017	73,011.73						73,011.73
	08-01-2019	CAM	CAM	10,437.95				10,437.95		
	08-01-2019	INS	Insurance	509.51				509.51		
	08-01-2019	MKT	Marketing	869.84				869.84		
	08-01-2019	RENT	Rent-Retail	19,556.01				19,556.01		
	08-01-2019	RET	Real Estate Taxes	10,485.00				10,485.00		
	09-01-2019	CAM	CAM	10,437.95				10,437.95		
	09-01-2019	INS	Insurance	509.51				509.51		
	09-01-2019	MKT	Marketing	869.84				869.84		
	09-01-2019	RENT	Rent-Retail	19,556.01				19,556.01		
	09-01-2019	RET	Real Estate Taxes	10,485.00				10,485.00		
	10-01-2019	CAM	CAM	10,437.95			10,437.95			
	10-01-2019	INS	Insurance	509.51			509.51			
	10-01-2019	MKT	Marketing	869.84			869.84			
	10-01-2019	RENT	Rent-Retail	19,556.01			19,556.01			
	10-01-2019	RET	Real Estate Taxes	10,485.00			10,485.00			
	10-18-2019	UWS	Water Utility 9/5 - 10/5/19	.05						.05
	11-01-2019	CAM	CAM	10,437.95		10,437.95				
	11-01-2019	INS	Insurance	509.51		509.51				
	11-01-2019	MKT	Marketing	869.84		869.84				
	11-01-2019	RENT	Rent-Retail	19,556.01		19,556.01				
	11-01-2019	RET	Real Estate Taxes	10,485.00		10,485.00				
Unit O115 Totals:				239,098.98	.00	41,858.36	41,858.31	41,858.31	41,858.31	71,665.69
Lease BSDevon(0) Totals:				239,098.98	.00	41,858.36	41,858.31	41,858.31	41,858.31	71,665.69
Tenant BSDevon Totals:				239,098.98	.00	41,858.36	41,858.31	41,858.31	41,858.31	71,665.69
Property BAYSHORE Totals:				239,098.98	.00	41,858.36	41,858.31	41,858.31	41,858.31	71,665.69