

**Fill in this information to identify the case:**

Debtor Houlihan's Restaurants, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

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 or 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?** Auto-Owners Life Insurance Company  
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)
Auto-Owners Life Insurance Company Corp. Space Planning 6101 Anacapri Blvd Lansing, Michigan 48917, United States	
Contact phone <u>517.323.1201</u>	Contact phone _____
Contact email <u>rich.brad@aoins.com</u>	Contact email _____
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? \$ 6,057.46. 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, Utility Reimbursement

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle 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 amount should match the amount in line 7.)  
**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. \$ 6,057.46

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 all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> 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.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

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

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

**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.**

*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.

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

I have examined the information in this *Proof of Claim* and have 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 02/27/2024  
MM / DD / YYYY

/s/Brad Rich  
Signature

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

Name Brad Rich  
First name Middle name Last name

Title Senior Space Planning Analyst

Company Auto-Owners Insurance Company  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 725-7530 | International 001-310-823-9000

<b>Debtor:</b> 19-12416 - Houlihan's Restaurants, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Auto-Owners Life Insurance Company Corp. Space Planning 6101 Anacapri Blvd  Lansing, Michigan, 48917 United States <b>Phone:</b> 517.323.1201 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> rich.brad@aoins.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Lease, Utility Reimbursement	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 6,057.46	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 6,057.46 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Brad Rich on 27-Feb-2024 1:57:15 p.m. Eastern Time  <b>Title:</b> Senior Space Planning Analyst  <b>Company:</b> Auto-Owners Insurance Company		

1111 Michigan Avenue, Suite 300  
 Lansing, MI 48823  
 Phone: (517) 351-2200  
 Fax: (517) 351-2201

**ASSET SERVICES DEPARTMENT  
 REQUEST TO BILL TENANT / VENDOR**

PROPERTY:   
 DATE:   
 TENANT:   
 SUITE NUMBER:

**REASON FOR BILLING (Work Performed):**

Tenant share of utility billback - submetered

Vendor / Contractor:   
 Invoice Date:   
 Invoice Number:   
 Date(s) of Service:

Quantity	Description	Unit Price	TOTAL
760	KWH - Electric HVAC	\$ 0.0862104	\$ 65.52
18,120	KWH - Electric kit.	\$ 0.0862104	\$ 1,562.13
3,136	KWH - Electric Suite	\$ 0.0862104	\$ 270.36
period billed	1/13-2/8/23		\$ -
meters	97090292, 78767783 & 78962859		\$ -
			\$ -

**INVOICE AMOUNT/TOTAL DUE= \$ 1,898.01**

1111 Michigan Avenue, Suite 300  
 Lansing, MI 48823  
 Phone: (517) 351-2200  
 Fax: (517) 351-2201

**ASSET SERVICES DEPARTMENT  
 REQUEST TO BILL TENANT / VENDOR**

PROPERTY:   
 DATE:   
 TENANT:   
 SUITE NUMBER:

**REASON FOR BILLING (Work Performed):**

Tenant share of utility billback - submetered

Vendor / Contractor:   
 Invoice Date:   
 Invoice Number:   
 Date(s) of Service:

Quantity	Description	Unit Price	TOTAL
2,040	KWH - Electric HVAC	\$ 0.0922354	\$ 188.16
29,400	KWH - Electric kit.	\$ 0.0922354	\$ 2,711.72
4,128	KWH - Electric Suite	\$ 0.0922354	\$ 380.75
period billed	2/8-3/27/23		\$ -
meters	97090292, 78767783 & 78962859		\$ -
			\$ -

**INVOICE AMOUNT/TOTAL DUE= \$ 3,280.63**

1111 Michigan Avenue, Suite 300  
 Lansing, MI 48823  
 Phone: (517) 351-2200  
 Fax: (517) 351-2201

**ASSET SERVICES DEPARTMENT  
 REQUEST TO BILL TENANT / VENDOR**

PROPERTY:

DATE:

TENANT:

SUITE NUMBER:

**REASON FOR BILLING (Work Performed):**

Tenant share of utility billback - submetered

Vendor / Contractor:

Invoice Date:

Invoice Number:

Date(s) of Service:

Quantity	Description	Unit Price	TOTAL
480	KWH - Electric HVAC	\$ 0.0922354	\$ 44.27
5,880	KWH - Electric kit.	\$ 0.0922354	\$ 542.34
3,168	KWH - Electric Suite	\$ 0.0922354	\$ 292.20
period billed	3/27-4/6/23		\$ -
meters	97090292, 78767783 & 78962859		\$ -
			\$ -

**INVOICE AMOUNT/TOTAL DUE= \$ 878.82**

LEASE

ONE EAST CAMPUS

THIS LEASE, made this 28 day of <sup>August</sup> ~~June~~, 2017, between Auto-Owners Life Insurance Company, a Michigan corporation, whose address is 6101 Anacapi Boulevard, P.O. Box 30660, Lansing, Michigan 48909 (hereinafter referred to as "Landlord"), and Houlihan's Restaurants, Inc., d/b/a J. Gilbert's, whose address is One East Campus View Blvd., Suite 100, Columbus, OH 43235, (hereinafter referred to as "Tenant").

WITNESSETH:

1. **DEMISED PREMISES.** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant premises situated in Franklin County, Ohio more particularly described as Suite 100, containing approximately 8,809 rentable square feet, One East Campus View Blvd., Columbus, Ohio, 43235 (building) as shown on the floor plan, Exhibit A, and thereby made a part hereof (which premises are hereinafter referred to as the "demised Premises" or the "Premises"), together with the non-exclusive right and easement to use the parking and common facilities which may from time to time be furnished by Landlord in common with Landlord and tenants and occupants (their agents, employees, customers and invitees) of the building in which the demised Premises are located.

2. **TERM.** The term of the Lease shall be for a period of Ten (10) year(s), commencing on December 1, 2017 (hereinafter referred to as the "commencement date"), fully to be completed and ended on November 30, 2027. The Parties acknowledge that Tenant presently occupies the Demised Premises pursuant to an Existing Lease with the Owner with the present term expiring November 30, 2017. However, all terms and conditions of this Lease shall govern the Landlord - Tenant relationship for the Demised Premises from and after the Commencement Date and shall supersede any and all other terms and conditions of the Existing Lease which, after the Commencement Date, shall be entirely null and void.

3. **RENT.**

(a) **Fixed Minimum Rent:** Tenant shall pay to Landlord as Fixed Minimum Rent for the demised premises during the first year of the term of the Lease the sum of One Hundred Thirty-Six Thousand Five Hundred Thirty-Nine and 50/100 (\$136,539.50) Dollars, payable in advance, in equal monthly installments of Eleven Thousand Three Hundred Seventy-Eight and 29/100 (\$11,378.29) Dollars upon the first day of each and every month throughout the term of this



Lease; beginning December 1, 2017, to c/o CBRE|Martin, 1111 Michigan Avenue, Suite 300, East Lansing, Michigan 48823, or to such agent and at such place as Landlord shall designate; provided, however, that if the lease term shall commence on a day other than the first day of a calendar month or shall end on a day other than the last day of a calendar month, the rental for such first or last fractional month shall be such proportion of the monthly rental as the number of days in such fractional month bears to the total number of days in the calendar month. Fixed Minimum Rent shall escalate in accordance to the following schedule:

PERIOD	RENT/SQ. FT.	MONTHLY RENTAL	PERIOD RENTAL
12/1/17 - 11/30/22	\$15.50	\$11,378.29	\$682,697.50
12/1/22 - 11/30/27	\$17.05	\$12,516.12	\$750,967.25

Tenant herewith deposits with Landlord (\$0.00) Dollars as security for the performance by Tenant of every covenant and condition of this Lease. Said deposit may be commingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, Landlord may apply the whole or any part of such security deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. This includes, but is not limited to, applying the security deposit first to any restoration and/or clean-up costs necessary over and above normal wear and tear of the vacated space. It is understood that the security deposit is not to be considered as the last month's rent under the Lease. Should Tenant comply with all of the covenants and conditions of this Lease, the security deposit or any balance thereof shall be returned to Tenant at the expiration of the Term hereof.

Rent and all other charges hereunder shall promptly be paid without prior demand therefor and without deductions or set-offs for any reason whatsoever, and rent paid after the tenth (10<sup>th</sup>) of the month shall bear interest at the rate of five percent (5%), until paid. Landlord shall have no obligation to accept less than the full amount of all installments of rent and interest thereon and all charges hereunder which are due and owing by Tenant to Landlord, and if Landlord shall accept less than the full amount owing, Landlord may apply the sums received toward any of Tenant's obligations in Landlord's discretion.

(b) **Operating Expenses:** Tenant agrees to pay to Landlord as additional rent, throughout the term of this Lease, including any extensions or renewals thereof, in such amount as shall be equal to Tenant's proportionate share of the Operating Expenses of Landlord for the building and/or project of which the Demised Premises are a part. The term "Operating Expenses" is defined as, and shall be construed to mean, all direct costs of operation and maintenance of the building and property as determined by standard accounting practices, and shall include the following by way of illustration and not limitation; gas, water, electricity and other utility charges for the common areas of the building/project but not for Tenant's respective leased Premises which Tenant pays directly to the utility providers, reasonable expenses incurred for properly maintaining, cleaning, repairing, replacing, preserving and protecting the common areas, including but not limited to, expenses for litter, dirt, snow removal, maintaining or replacing the

landscaping, striping, lighting, repairing or re-surfacing the parking area and drives, insurance premiums, real estate taxes, repairs or replacement to canopy and facades the cost of all labor, contracted labor, materials, security, and all reasonable administrative or management costs incurred in the operation of the building and property. Operating expenses shall not include (a) legal expenses incurred in enforcing the terms of any lease; (b) replacement of capital investment items or repair costs billed to specific tenants; (c) costs to comply with regulations or ordinances of governmental units; (d) interest or amortization payments on any mortgages or notes; (e) expenses for repairs for which Landlord is reimbursed by insurance; (f) expenses incurred in leasing new tenants; (g) tenant space preparation or alteration; (h) capital improvements made to the Building unless such capital improvements substantially reduce operating expenses or are necessary for the proper operation of the building and the cost is amortized over the useful life using generally accepted accounting principles; (i) separately metered utilities paid by the Tenant or by any other tenant in the building/project.

The term "Real Estate Taxes" shall mean all real property taxes and assessments special or otherwise with respect to the building in which the demised Premises are located and the parking area servicing the building. Should any governmental authority having jurisdiction thereover levy, assess or impose (i) a tax on the rents or other income received from the tax parcel, or (ii) a license fee measured by the rents receivable by Landlord from the tax parcel, or (iii) a tax, license or franchise fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the tax parcel or any portion thereof, either by way of substitution for the taxes levied or assessed against the tax parcel, or in addition therein, such tax, assessment or fee shall be deemed to constitute a real estate tax against the tax parcel for the purposes of this Paragraph, computed as if the amount of such tax, assessment or fee so payable were due as if the tax parcel were the only property of Landlord's subject thereto. Tenant shall also pay all real and personal property taxes levied or assessed against Tenant's property and improvements upon or affixed to the demised Premises, including taxes attributable to all alterations, additions or improvements made by Tenant.

The term "Tenant's proportionate share" is defined as, the ratio that the rentable square foot area of the demised Premises bears to the total rentable square foot area of the building. Tenant's proportionate share is 15.3%.

As used herein, the "Common Area" means the part of the building and/or project designated by Landlord from time to time for the common use of all tenants, including parking areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, malls, lobbies and restrooms, all of which are subject to Landlord's sole control. 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 Project; and eliminate buildings, provided however that Landlord may not take any action that adversely impacts the ingress/egress, line of sight or visibility of the demised Premises or Tenant's signage. 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 building and

project and other persons permitted by Landlord to use the same. Landlord may promulgate and modify from time to time rules and regulations for the safety, care or cleanliness of the building and project 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 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, and Tenant shall cause its employees to park in such areas. Tenant acknowledges that the Premises is located in a mixed-use environment and all tenants and occupants in the building and project share all parking on a non-exclusive basis. It is not to be construed that Landlord is leasing any specific parking use to Tenant. Tenant shall not and shall not permit its employees to use said parking areas for the storage of any automobiles, trucks or other vehicles owned or used by Tenant or its employees, except as may be approved and designated in writing by Landlord. No portion of the parking areas, sidewalks or other common areas shall be used by Tenant for any purpose whatsoever, other than pedestrian and vehicular traffic and customer parking, without prior written consent of Landlord.

Landlord may invoice Tenant monthly for Tenant's prorata share of the estimated operating expenses for each calendar year, which amount shall be adjusted each year based upon anticipated operating expenses. Within four (4) months following the close of each calendar year, Landlord shall provide Tenant an accounting showing in reasonable detail all computations of operating expenses due under this section for said calendar year. Tenant shall pay the additional rent as specified in this subparagraph within twenty (20) days following receipt of a written statement certified to be correct by Landlord's account or by Landlord or Landlord's agent. Tenant shall have the right to inspect Landlord's books and records no more than once per 12 month period, and only upon ten (10 days' prior written notice. Tenant shall provide Landlord of any notice of dispute based upon such audit within thirty (30) days of any such audit and the parties shall work in good faith to resolve any such dispute. In the event the parties cannot reach agreement, their respective auditors/accountants will agree on a third party to audit and review the records and render a binding decision regarding the disputed items. The parties will each pay one half of such third party's fees.

**4. USE AND OCCUPANCY.** During the continuation of this Lease, the demised Premises shall be used and occupied for an upscale restaurant and bar and for no other purposes without the written consent of Landlord (which consent shall not be unreasonably withheld) nor shall Tenant conduct its business in a manner which will cause any material increase in fire and extended coverage insurance premiums for the building or project. Tenant shall not use the demised Premises for any purpose in violation of any law, municipal ordinance, or regulation, nor shall Tenant perform any acts or carry on any practices which may injure the demised premises or the building in which the demised Premises are located. Upon breach of this agreement, Landlord shall have the right to terminate this Lease forthwith and to re-enter and repossess the demised premises, but Landlord's right to damages will survive. So long as Tenant continuously operates as a J. Gilberts Wood-Fired Steaks & Seafood restaurant in the Premises, then Tenant shall have the right to exclusively operate in the Building and project as the only sit down, full service, upscale restaurant serving steaks and seafood as its primary menu items unless otherwise

consented to in writing by Tenant. For purposes of this Exclusive Use clause, "primary menu item" shall mean that no other Tenant may offer a menu, whether written or verbal, where such menu's combined steak and seafood offerings constitute more than thirty percent (30%) of the menu's offerings.

**5. UTILITIES AND SERVICES.** Tenant shall procure and shall pay the cost when due of all utilities rendered or furnished to the Demised Premises during the term of this Lease, including electricity, gas, water and sewerage charges. Tenant shall also pay all required "demand charges" for water supplied to any sprinkling system in the suite. Tenant shall provide its own trash removal, recycling and janitorial services and shall also provide proper grease traps for all drains.

**6. PARKING.** Landlord agrees to provide 4 parking spaces per 1,000 sq. ft. of rentable office space for the Tenant's non-exclusive use (and their agents, employees, customers and invitees) free of charge throughout the term of the Lease. Tenant is granted the non-exclusive right and easement to use the balance of the parking area in common with Landlord and tenants and occupants (their agents, employees, customers and invitees) of the building in which the demised premises are located. Parking is on a first come, first serve basis. All parking will be subject to reasonable rules and regulation and Landlord's/owner's ability to close parking from time to time, without liability, for purposes of maintenance repairs, or emergency situations.

**7. REPAIRS.** Landlord shall make all necessary repairs and replacements to the building in which the demised premises are located, and to the common areas, including parking areas, heating, air conditioning and electrical systems located therein, and Landlord shall also make all repairs to the demised Premises which are structural in nature or required due to fire, casualty, or other acts of God, and repairs which are not the responsibility of Tenant; provided, however, that Tenant shall make all repairs and replacements arising from its act, neglect or default. Except as provided above, Tenant shall keep the demised Premises in good repair, and Tenant shall upon the expiration of the term of this Lease, yield and deliver up the demised Premises in like condition as when taken, reasonable use and wear thereof and repairs required to be made by Landlord excepted.

Tenant shall repair and maintain in good condition throughout the term of this Lease, at its own cost, the demised Premises including but not limited to interior walls, plumbing and electrical equipment, glass, doors, restaurant equipment, kitchen exhaust equipment, signs and any HVAC solely for Tenant use.

In the event that the Landlord shall deem it necessary or be required by any governmental authority to repair, alter, remove, reconstruct or improve any part of the demised Premises or of the building in which the demised premises are located (unless the same results from Tenant's act, neglect, default or mode of operation in which event Tenant shall make all such repairs, alterations and improvements), then the same shall be made by Landlord with reasonable dispatch, and should the making of such repairs, alterations or improvements cause any interference with Tenant's use of the demised Premises, such interference shall not relieve Tenant from the performance of its obligations hereunder nor shall such interference be deemed an actual or constructive eviction or partial eviction or result in abatement of rental. However, if

repairs are not made within two (2) days, rental shall abate for that portion of premises rendered untenable beyond two (2) days until repair is completed. Notwithstanding the foregoing, Tenant shall, at its own cost and expense, make all repairs and provide all maintenance in connection with any alterations, additions or improvements made by Tenant pursuant to Paragraph 8 hereof.

**8. ALTERATIONS.** Tenant shall not make any alterations, additions or improvements to the demised premises (whether or not the same may be structural in nature) without Landlord's prior written consent, and all alterations, additions or improvements made by either party hereto to the demised Premises, except movable office furniture and equipment installed at Tenant's expense, shall be the property of Landlord and remain upon and be surrendered with the demised Premises at the expiration of the term hereof; provided, however, that Landlord may require Tenant to remove any additions made by Tenant to the Premises and to repair any damage caused by such removal, and provided further, that if Tenant has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, Landlord may elect to retain the same as abandoned property. Tenant shall only use contractors approved by Landlord (which approval shall not be unreasonably withheld) for the permitted alterations to the Premises and shall not permit any mechanics liens to be placed or remain upon the premises. Tenant shall remove all data, computer and/or special wiring that services Tenant's needs upon Lease expiration.

**9. ASSIGNMENT AND SUBLETTING.** Tenant shall not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the demised Premises or any part thereof at any time throughout the lease term and any extensions thereof without Landlord's consent, which consent shall not be unreasonably withheld. For the avoidance of doubt, Tenant shall be entitled to freely and without being deemed in default of this provision or this Lease, assign or transfer its rights and responsibilities and all interests in this Lease: a) to an affiliate, parent or successor entity whether by merger, consolidation or other corporate structural change, b) as part of a sale or transaction involving substantially all of the stock in Tenant, or c) as part of a sale or transaction involving substantially all of Tenant's restaurants operating under the trade name "J. Gilbert's" or any successor name for Tenant's steak polished, full service steakhouse restaurant operations.

**10. INSURANCE AND INDEMNIFICATION.** Lessee shall obtain and keep in full force and effect the following policies at the specified minimum required limits during the full term of this contract:

Policy Type	Minimum Required Limits
Commercial General Liability (CGL)	\$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations Aggregate \$1,000,000 Personal & Advertising \$1,000,000 Each Occurrence \$100,000 Damage to Premises Rented to You \$5,000 Medical Payments

Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
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Lessee shall also obtain and keep in full force and effect insurance coverage appropriate to the intended use as a restaurant which serves alcohol to the public. Lessee shall provide completed Acord or equivalent Certificates of Insurance designating the above policy types and minimum required limits upon acceptance of this agreement by both parties. "Auto-Owners Insurance Company and Auto-Owners Life Insurance Company and their Affiliates" shall be designated as Certificate Holder on the Certificate of Insurance.

The Commercial Umbrella Liability policy shall include Additional Insured endorsements naming "Auto-Owners Insurance Company and Auto-Owners Life Insurance Company and their Affiliates". The Commercial General Liability policy shall include CG 20 37 – Additional Insured– Owners, Lessees or Contractors – Completed Operations or its equivalent naming "Auto-Owners Insurance Company and Auto-Owners Life Insurance Company and their Affiliates".

Auto-Owners Insurance Company and Auto-Owners Life Insurance Company and their Affiliates must be notified in the event of cancellation of any of the above specified policies.

**11. FIRE.** In the event the demised Premises or the building in which the demised Premises are located is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, Landlord shall, at Landlord's own cost and expense, repair and restore the same to tenantable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire demised Premises are untenable and pro rate for the portion rendered untenable (provided that no more than 10% of the demised Premises is untenable), in the event of partial untenability, until such time as the demised Premises are restored to a tenantable condition. If the demised Premises cannot be restored to tenantable condition within a period of one hundred twenty (120) days, Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other and any rent paid for any period in advance of the date of such damage and destruction shall be refunded to Tenant. If the demised Premises are damaged due to fire and other casualty, Tenant shall at its own cost and expense remove such of its furniture and other belongings from the demised Premises as Landlord shall require in order to repair and restore the demised Premises, during which period the rent shall abate entirely.

In the event the building in which the demised Premises are located is destroyed to the extent of more than one-half of the then value thereof, Landlord shall have the right to terminate this Lease upon written notice to Tenant, in which event any rent paid in advance of the date of such destruction shall be refunded to Tenant. Landlord shall notify Tenant within thirty (30) days after the building is damaged of Landlord's intent to terminate this Lease.

Landlord and Tenant do each hereby release the other from any liability resulting from damage by fire or any other peril covered by extended coverage insurance with waiver or subrogation normally available in the State of Michigan irrespective of the cause therefore.

If both parties cannot agree as to whether the condition of the demised Premises are or are not tenantable, a neutral third party, agreeable in writing to both sides, shall be brought in to decide. Whatever decision is rendered by this neutral third party shall be binding to both Landlord and Tenant. The parties shall each share the cost of the neutral third party.

In the event that the parties are not able to agree on a neutral third party, either party may petition the court of common pleas for the county in which the demised premises is located for the court to select the neutral third party.

**12. EMINENT DOMAIN.** If the whole or any substantial part of the demised Premises or the building in which the demised Premises are located shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken on the date possession of that part shall be required for public use, and any rent paid in advance of such date shall be refunded to Tenant, and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Landlord shall make all necessary repairs to the demised Premises and the building in which they are located to render and restore the same to a complete architectural unit and Tenant shall continue in possession of the portion of the demised Premises not taken under the power of eminent domain, under the same terms and conditions as are herein provided, except that the rent reserved herein shall be reduced in direct proportion to the amount of the demised Premises so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the demised Premises; provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of trade fixtures, loss of business, or moving expenses.

**13. RULES AND REGULATIONS.** The rules and regulations set forth on Exhibit C attached hereto, and thereby made a part hereof, together with such other reasonable rules and regulations as Landlord shall make from time to time which are of uniform applicability to all tenants of the building of which the demised Premises are a part and of which Tenant shall have received notice, shall be binding upon Tenant and are hereby expressly made a part of this Lease.

**14. QUIET ENJOYMENT.** Landlord warrants that Tenant, upon paying the rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy the demised Premises throughout the term hereof, without molestation or hindrance by any person holding under or through Landlord.

**15. SUBORDINATION.** Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage(s) or ground or underlying lease(s) now or hereafter placed upon Landlord's interest in the demised Premises or on the land and buildings of which the demised premises are a part, or upon any buildings hereafter placed upon the land parcel of which the demised premises are a part, and Tenant agrees upon request to execute an agreement subordinating its interest and/or attornment agreement to such mortgagees and

lessors; provided, however, that no default by Landlord under any such mortgage or ground lease shall affect Tenant's rights hereunder so long as Tenant shall not be in default. Any such lender shall deliver to Tenant a non disturbance agreement reasonably acceptable to Tenant evidencing Tenant's leasehold interests.

**16. NON-LIABILITY.** Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the demised Premises or any part of the building of which the demised Premises are a part or for any loss or damage resulting to Tenant or its property from burst, stopped or leaking water, gas, sewer pipes, or for any damage or loss to property within the demised Premises from any cause whatsoever excepting that caused by the negligence of the Landlord, his agents or employees, and no such occurrence, excepting that caused by the negligence of the Landlord, his agents or employees, shall be deemed to be an actual or constructive eviction from the Premises or result in any abatement of rental. In the event of any sale or transfer (including any transfer by operation of law) of the demised Premises, Landlord (and any subsequent owner of the demised Premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlord's (or such subsequent owner's) respective period of ownership, provided that the transferee assumes in writing all of the obligations of the Landlord under this Lease. Notwithstanding the restrictions in this Section 16, Landlord shall enforce all of the pertinent rights it has vis a vis other tenants and their obligations under their respective leases, including but not limited to requiring other tenants to properly maintain and promptly repair their leasehold properties and to maintain appropriate insurance all as set forth in their respective leases.

**17. NON-WAIVER.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

**18. BANKRUPTCY.** In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any of such events and subject to applicable insolvency or bankruptcy law, Landlord may terminate this Lease by written notice to Tenant; provided, however, if the order of court creating any of such disabilities shall not be final by reason of pendency of such proceedings, or appeal from such order, then Landlord shall not have the right to terminate this Lease so long as Tenant performs its obligations hereunder.

**19. LANDLORD'S REMEDIES.**

(a) In the event Tenant shall fail to pay the rent or any other obligation involving the payment of money reserved herein when due, Landlord shall give Tenant written notice of such default and



if Tenant shall fail to cure such default within ten (10) days after receipt of such notice, Landlord shall, in addition to its other remedies provided by law, and in this lease, have the remedies set forth in subparagraph (c) below.

(b) If Tenant shall be in default in performing any of the terms of this Lease other than the payment of rent or any other obligation involving the payment of money, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within twenty (20) days after receipt of such notice, or if the default is of such a character as to require more than twenty (20) days to cure, then if Tenant shall fail within said twenty (20) day period to commence and thereafter proceed diligently to cure such default, then and in either of such events, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant and any sum so expended by Landlord shall be additional rent for all purposes hereunder, including subparagraph (a) above and shall be paid by Tenant with the next monthly installment of rent.

(c) If any rent or any other obligation involving the payment of money shall be due and unpaid or Tenant shall be in default upon any of the other terms of this Lease, and such default has not been cured after notice and within the time provided in subparagraphs (a) and (b) above, or, if the premises are abandoned or vacated, then Landlord, in addition to its other remedies, shall have the immediate right of re-entry. Should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease or from time to time, without terminating this Lease, relet the premises or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such reletting shall be applied: First, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including the cost of any reasonable alterations and repairs to the premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the avails of such reletting during any month be less than the monthly rent reserved hereunder, then Tenant shall during each such month pay such deficiency to Landlord.

(d) All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

(e) The foregoing rights reserved to Landlord are in addition to its rights to sue for past due rentals and charges due under this Lease after notice of said default is delivered to Tenant and Tenant hereby agrees to pay, in addition to the past due rentals and charges, interest on the past due sum in the amount of 7% per annum, plus all reasonable attorney fees, including interest, together with all court costs and expenses incurred by Landlord in the process of collection.

**20. WAIVER OF JURY TRIAL.** Tenant and Landlord hereby waive trial by jury in any action or proceeding arising out of or in any way relating to the performance or non-performance of this Lease by either party other than claims by third parties for personal injury or property damage.

**21. HOLDING OVER.** It is hereby agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a daily occupancy charge equal to 4 percent (4%) of the monthly rental under Paragraph 3 (plus all other charges payable by Tenant under this Lease) for each day from the expiration or termination of this Lease until the date the demised Premises are delivered to Landlord in the condition required herein, and Landlord's right to assert a claim for other damages for such occupancy shall survive.

**22. ENTIRE AGREEMENT.** This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

**23. NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be sent by: i) United States certified mail, return receipt requested, postage prepaid, ii) overnight delivery, or iii) hand delivery, and shall be addressed: (a) if to Landlord, c/o CBRE|Martin, 1111 Michigan Avenue, Suite 300, East Lansing, Michigan 48823 with a copy to Auto-Owners Insurance Company, Attention: Ian R. Ward, Senior Vice President, Investments and Operational Services, 6101 Anacapri Boulevard, Lansing, Michigan 48917 or at such other address as Landlord may designate by written notice, and (b) if to Tenant, at Houlihan's Restaurants, Inc., Att'n General Counsel, 8700 State Line Rd, Leawood, KS 66206 or at such other address as Tenant may designate by written notice. Notwithstanding the foregoing, a notice of non-payment of rent and/or Notice to Quit pursuant to an eviction of Tenant may be sent by: i) email to [twilmes@houlihans.com](mailto:twilmes@houlihans.com) and [cparres@houlihans.com](mailto:cparres@houlihans.com) with a copy set via United States first class mail, postage prepaid to the Tenant at the above or other subsequently designated address.

**24. TENANT IMPROVEMENT OF THE PREMISES.** Tenant leases the Premises in their current, as-is, condition, and all improvements which must be made to the Premises in order for Tenant to operate its business therefrom (the "Tenant's Work") will be the responsibility of Tenant. Tenant acknowledges that Landlord is not responsible for any improvements or alterations to the Premises, and has not made any representation or warranty regarding the condition of the Premises or the Building, except as otherwise expressly set forth in this Lease. All such improvements shall be subject to the provisions of this Paragraph 25 and Tenant's Work shall be an Alteration, as defined in Paragraph 8. Tenant's entry into possession of the Premises constitutes conclusive evidence that the Premises were in good order and satisfactory condition at the time of entry. Tenant has inspected the Premises pre-Commencement Date, is thoroughly acquainted with their condition, and agrees to take and accept the same "as is".

a) Plans and Specifications. Tenant shall complete all of Tenant's Work in a good and workmanlike manner and in accordance with all required governmental rules, laws, statutes and regulations, utilizing a contractor approved in advance in writing by Landlord (such approval not to be unreasonably withheld, conditioned or delayed), and made pursuant to plans and specifications prepared by a licensed architect or engineer and approved in advance by Landlord

(such approval not to be unreasonably withheld, conditioned or delayed). Tenant's contractor and all of Tenant's subcontractors must comply with Landlord's reasonable construction rules in effect from time to time.

b) Tenant Allowance. Notwithstanding the foregoing, Landlord will reimburse to Tenant up to One Hundred Five Thousand and No/100 (\$105,000.00) Dollars of Tenant's actual architectural fees, engineering fees, permit fees, approval fees, labor and material costs incurred by Tenant in constructing Tenant's Work (the "TI Allowance"). Said sum shall be applicable only to Tenant's Work. Under no circumstance can any portion of the TI Allowance be used as a credit against Rent due hereunder. If the cost of the Tenant's Work is equal to or less than the TI allowance, then Landlord shall pay the entire cost of Tenant's Work. If the cost of the Tenant's Work exceeds the TI allowance, then Landlord will provide the entire amount of the TI Allowance for the completion of Tenant's Work. No portion of the TI Allowance shall be advanced to Tenant or its contractor unless Tenant has delivered to Landlord, in form reasonably satisfactory to Landlord: (i) an architect's certificate stating that Tenant's Work has been Substantially Completed in accordance with the plans and specifications approved by Landlord; and (ii) an executed unconditional full lien waiver from Tenant's general contractor, a sworn statement from the general contractor and full lien waivers from all of the subcontractors set forth on the sworn statement. Provided that such deliveries are made to Landlord, Landlord will pay the TI Allowance to Tenant within thirty (30) days of receipt of items (i) and (ii) above.

c) Ownership of Improvements. The TI Allowance is for the purpose of constructing or improving qualified long-term real property for use in Tenant's trade or business at the Premises, in accordance with Section 110(a) of the Internal Revenue Service Regulations. Landlord shall be the legal title and beneficial owner of the portion of the Tenant's Work that is funded by the TI Allowance. Each party shall prepare its federal, state and local income tax forms and schedules, and calculate taxable income, in a manner consistent with Landlord's ownership of such Tenant improvements to the extent paid for by the TI Allowance for all taxable years.

25. OPTION TO RENEW. Tenant is hereby granted an Option to Renew this Lease for two (2) additional terms of five (5) years on the same terms and conditions contained herein except for the rental and the length of the term, upon the conditions that:

a) Written notice of the exercise of such option shall be given by Lessee to Lessor not less than one hundred eighty (180) days prior to the end of the term of this Lease (June 1, 2027 and June 1, 2032, respectively); and

b) At the time of the giving of such notice and at the expiration of the term of this Lease, there are no defaults in the covenants, agreements, terms and conditions on the part of Lessee to be kept and performed, and all rents are and have been fully paid. Provided also, that the Fixed Minimum Rent to be paid during each of the said renewal periods shall be as follows:

PERIOD	RENT/SQ. FT.	MONTHLY RENTAL	PERIOD RENTAL
12/1/27 - 11/30/32	\$18.76	\$13,771.40	\$862,284.20
12/1/32 - 11/30/37	\$20.64	\$15,151.48	\$909,088.80

26. **SUCCESSORS.** This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

27. **BROKER.** Tenant warrants that it has dealt with no broker except CBRE, Inc. and CBRE|Martin as Landlord's Agent and STNL Advisors, as Tenant's Agent in connection with this Lease Agreement.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

WITNESSES TO LANDLORD:

David Rowse  
David Rowse

Diana Luna  
Diana Luna

David Rowse  
David Rowse

Diana Luna  
Diana Luna

AUTO-OWNERS LIFE INSURANCE COMPANY,  
a Michigan corporation

By: Carolyn B. Muller  
Carolyn B. Muller

Its: Sr. Vice President - Claims

By: William F. Woodbury  
William F. Woodbury

Its: Sr. Vice President - Secretary & General Counsel

Tenant Signature to Follow

WITNESSES TO TENANT:

*Yvonne Saenz*  
General Counsel

*Michael Ben*  
General Counsel

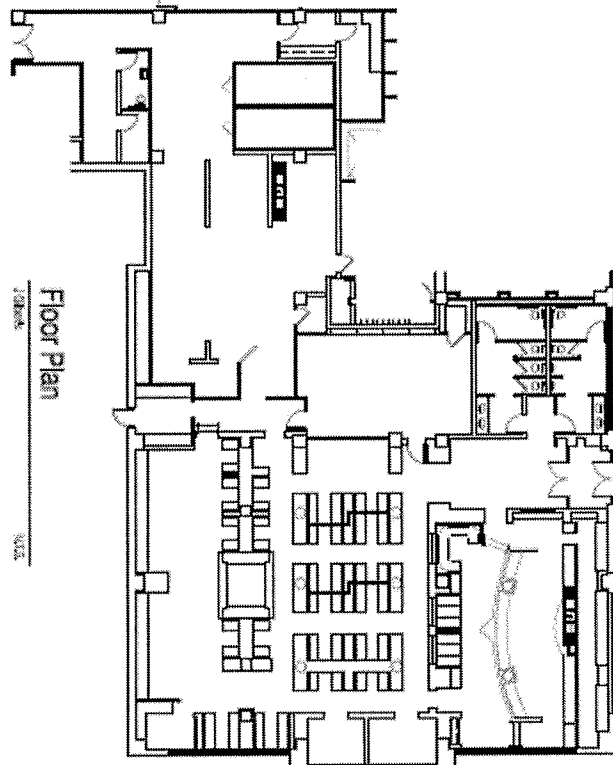
Houlihan's Restaurants, Inc., d/b/a J. Gilbert's

By: *[Signature]*  
Its:  CFO

By: *[Signature]*  
Its:  CEO

EXHIBIT A

Floor Plan



 <p><b>Carney Ranker</b> ARCHITECTS Ltd</p>	<p>REGISTERED ARCHITECTS REGISTERED ARCHITECTS REGISTERED ARCHITECTS REGISTERED ARCHITECTS</p>	<p>Architect For <b>J Gilbert's</b> One East Campus View Blvd - First Floor</p>	<p>Coker Hill, Ohio</p>
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## EXHIBIT B

### ONE EAST CAMPUS

#### Rules and Regulations

- (a) No sign, picture, lettering, notice or advertisement of any kind shall be painted or displayed on or from the windows, doors, roof, or outside walls of the building in which the demised premises are located. All of Tenant's interior sign painting or lettering shall be done by painters approved by Landlord, and the cost thereof shall be paid by Tenant.
- (b) No electric or other wires for any purpose shall be brought into the demised premises without Landlord's written permission specifying the manner in which same may be done. No boring, cutting or stringing of wire shall be done without Landlord's prior written consent. Tenant shall not disturb or in any way interfere with the electric light fixtures and all work upon or alterations to the same shall be done by persons authorized by Landlord.
- (c) Water closets and other toilet fixtures shall not be used for any purpose other than that for which the same is intended, and any damage resulting to same from Tenant's misuse shall be paid for by Tenant. No person shall waste water by interfering or tampering with the faucets or otherwise.
- (d) No person shall disturb the occupants of this or adjoining buildings or premises by the use of radios, television sets, loudspeakers, musical instruments or by making loud or disturbing noises.
- (e) No bicycle or other vehicle, and no dog or other animal shall be allowed in offices, hall, corridors or elsewhere in the building.
- (f) No floor load exceeding an average rate of 100 pounds of live load per square foot of floor area can be allowed; any safe, vault or other heavy equipment in, about or out of the premises shall be moved in such a manner and at such times as Landlord shall in each instance approve; Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the building structure or to any other leased space in the building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such vibration or noise.
- (g) No additional lock or locks shall be placed on any door in the building without Landlord's prior written consent. A reasonable number of keys will be furnished by Landlord, and Tenant shall not make or permit any duplicate keys to be made. Upon the termination of this Lease, the Tenant shall surrender to Landlord all keys to the premises. In order to restore security to the premises, should it become necessary that lock sets be changed or other work of like nature performed, then Tenant is to bear the cost of such work.



- (h) Tenant shall not install or operate any steam or gas engine or boiler or carry on any mechanical business on said premises, or use oil, burning fluids, or gasoline for heating or lighting. No article deemed extra hazardous on account of fire or other dangerous properties, or any explosive, shall be brought into said premises.
- (i) The demised premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.
- (j) Landlord shall have the right to enter upon the demised premises at all reasonable hours for the purpose of inspecting the same.
- (k) Wherever the word "Tenant" occurs, it is understood and agreed that it shall mean Tenant's associates, agents, clerks, servants and visitors. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, servants and visitors.
- (l) Landlord shall have the right to enter the demised premises at hours convenient to the Tenant for the purpose of showing the same to prospective tenants within the sixty (60) day period prior to the expiration of this Lease.
- (m) Any newspaper, magazine or other advertising done from the said demised premises or referring to the said premises, which in the opinion of the Landlord is objectionable shall be immediately discontinued upon notice from the Landlord.
- (n) The sidewalk, entry, passage hall and stairway shall not be obstructed or used for any purpose other than those of ingress and egress.
- (o) Window coverings other than those which may be provided by Landlord, either inside or outside of the windows, may only be installed with the Landlord's prior written consent, and must be furnished, installed and maintained at the expense of the Tenant and at Tenant's risk and must be of such shape, color, material, quality and design as may be prescribed by Landlord.
- (p) "Visitor Only" parking spots may be designated in the parking lot by Landlord. All "Visitor Only" parking spots shall be used for Visitor's parking only. Tenant and/or Tenant's employee(s) shall not park in parking designated by Landlord as "Visitor Only." If Tenant and/or Tenant's employee(s) elect to park in parking spots designated as "Visitor Only," Tenant will receive a written warning from Landlord, pursuant to the notice provision of the Lease.
- (q) If Tenant and/or Tenant's employees continue to park in "Visitor Only" designated parking spots after written notice is served on Tenant, Landlord may have Tenant and/or Tenant's employee(s)' vehicle(s) towed at Tenant's expense and all towing charges and expenses

incurred by Landlord shall be added to Tenant's next monthly installment of rent and payable as additional rent under the Lease.

Tenant's failure to timely pay the additional rent shall entitle Landlord to declare a default under the Lease. Tenant shall also indemnify, hold harmless and reimburse Landlord for any and all costs, expenses, attorney fees and court costs arising out of any actual or alleged property damage claims to towed vehicles.

- (r) No smoking shall be allowed in the demised premises, the subject building, or the grounds associated therewith.