

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (the "Second Amendment") is made as of the 28th day of February, 2010 to be effective as of February 28, 2010 (the "Effective Date"), between Wondora, LLC ("Landlord") and TGI Friday's Inc. ("Tenant").

WITNESSETH:

WHEREAS, pursuant to that Lease Agreement dated October 24, 2001, amended by that certain First Amendment to Lease dated June 30, 2003 (collectively, the "Lease"), Tenant did lease from Landlord those premises described therein (the "Premises"); and

WHEREAS, Landlord and Tenant wish to amend the Lease to remove Lot 10 from the definition of Demised Premises effective as of the Effective Date; and

WHEREAS, Landlord and Tenant wish to revise the Original Term of the Lease of the Lease in order to extend the expiration date of such term to February 29, 2020.

NOW THEREFORE, for good and valuable consideration given by each of the parties hereto the receipt and sufficiency of which are hereby acknowledged, and the covenants herein contained, IT IS HEREBY AGREED that the Lease shall be amended as follows:

1. Section 1.01(a) of the Lease is hereby deleted in its entirety and the following new Section 1.01(a) is substituted therefore.

(a) Demised Premises: Gross area consisting of a single parcel, being Lot 11, consisting of approximately 1.970 acres of land with improvements constructed thereon, including a building of approximately 6,802 square feet of enclosed floor space, a service court of approximately 600 square feet and, at Tenant's election, a patio of approximately 1,000 square feet (See Section 2.01)

2. Section 1.01(c) of the Lease is hereby deleted in its entirety and the following new Section 1.01(c) is substituted therefore.

(c) Original Term: The Original Term shall commence on the date set forth in Section 3.01 and shall extend to February 29, 2020.

3. Section 1.01(e) of the Lease is hereby amended to reflect the following rent schedule effective as of the Effective Date

(e) Rent: Annual rent, payable in equal monthly installments, in accordance with the following schedule:

<u>Years</u>	<u>Annual Rent</u>
3/01/2010 to 2/28/2015	\$135,000.00
3/01/2015 to 2/29/2020	\$141,750.00
1 st renewal term	\$158,760.00
2 nd renewal term	\$174,636.00
3 rd renewal term	\$192,099.60
4 th renewal term	\$211,309.56

..... (See Sec. 4.01)

4. Section 2.01.14 is hereby deleted in its entirety.

5. Section 3.01 of the Lease is hereby deleted and the following new Section 3.01, is substituted therefore:

Section 3.01. Original Term The "Original Term" of this Lease shall begin on the Commencement Date (as defined in Article V) and extend until February 29, 2020.

6. Section 6.07 of the Lease is hereby amended by adding the following language at the end of the Section:

Notwithstanding any provisions herein to the contrary, Landlord hereby acknowledges and agrees that the buildings and improvements located on Lot 10 of the Demised Premises shall not become the property of the Landlord due to the terms of the Second Amendment to Lease which amends the Lease to exclude Lot 10 from the definition of Demised Premises thereby effectively terminating the terms and provisions of the Lease with regard to Lot 10.

7. The following Section 7.01 of the Lease is hereby deleted in its entirety and the following new Section 7.01 is substituted therefore.

Section 7.01. Use. The Demised Premises may be used by Tenant for the purpose of operating a restaurant, standup bar, outdoor café and retail operations ancillary thereto; provided, however, Tenant shall be responsible for (i) obtaining any required licenses and permits issuable by applicable governmental authorities for Tenant's operations in the Demised Premises, and (ii) complying with all laws concerning the cleanliness, safety and operation of the Demised Premises. Tenant may in good faith, after notifying Landlord, contest the validity or application of any law and delay the compliance therewith pending the outcome of such contest, provided no civil or criminal penalty would be incurred by Landlord and no lien or charge would be imposed upon or satisfied out of the Demised Premises due to such delay. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right, at its election, to terminate this Lease, without further obligation on either party (except as provided in Section 6.02 hereof), if any governmental authority having jurisdiction over the Demised Premises shall generally prohibit the sale of alcoholic beverages in an area that includes the Demised Premises; provided, however, that Tenant shall not have the right to terminate this Lease in the event such prohibition results from the Tenant's actions or omissions in connection with the operation of the restaurant, stand-up bar, outdoor café and/or retail operations ancillary thereto.

Tenant agrees not to violate the restrictive covenant or other agreements set forth in Declaration of Restrictions recorded as Document Nos. R2001-026279 and R2001-026278 or any other easement, agreement or restriction of record (the "Recorded Documents"). Tenant acknowledges that its use of the Premises and this Lease is subject to the Recorded Documents and Tenant shall comply with same in all respects.

8. Section 9.01 of the Lease is hereby deleted in its entirety and the following new Section 9.01 of is substituted therefore.

Section 9.01. Insurance.

A. Liability Insurance. Tenant shall maintain comprehensive public liability insurance (including liquor liability insurance) on the Demised Premises and all buildings and improvements located thereon, with limits of at least \$3,000,000.00 for each occurrence, bodily injury and property damage combined,

protecting Landlord and Tenant against loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property by reason of the use and occupancy of the Demised Premises by Tenant and its invitees.

B. Fire Insurance - Improvements. Tenant shall maintain "all-risk" fire and extended coverage insurance on all improvements constructed by Tenant on the Demised Premises (excluding footings, foundations, paved areas and Tenant's Fixtures and Equipment) in amounts equal to one hundred percent (100%) of their full replacement cost.

C. General Policy Requirements. The insurance provided by Tenant pursuant to this Section 9.01 shall (i) be carried with reputable companies licensed to do business in the State in which the Demised Premises is located, (ii) name Landlord as an additional insured, (iii) not be subject to change, cancellation or termination without at least ten (10) days' prior written notice to landlord, and (iv) provide the same coverage that is provided by Tenant for the other company-owned restaurants in Tenant's restaurant chain. Tenant shall, upon written request by Landlord, furnish an insurance certificate evidencing such coverage.

D. Blanket Policies. The insurance required to be carried pursuant to Section 9.01 may be carried under policies of blanket insurance that may cover other liabilities and locations; provided, however, in all other respects each of such policies that comply with the provisions of this Section 9.01 without any diminution or dilution of coverage.

9. Section 9.04 of the Lease is hereby deleted in its entirety and the follow new Section 9.04 is substituted therefore.

Section 9.04. Indemnification of Landlord. Tenant covenants to defend and save the Landlord harmless from any and all claims, demands, causes of action, suits, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of court, including, without limitation, loss or damage which may occur with respect to any person or persons, corporation, property or chattels on the Demised Premises, or to the property itself, resulting from Tenant's acts or omissions, except (i) when such loss results from a default by Landlord under this Lease or the willful conduct or negligent act or omission of Landlord, its agents, employees, independent contractors or invitees, or (ii) to the extent of any insurance proceeds received (or receivable) by Landlord or payable under Landlord's insurance as a result of Landlord's contributory culpability. With respect to any loss from which Landlord claims Tenant is required to hold Landlord harmless, Landlord shall notify Tenant of (a) any acts or omissions causing such loss, such notification to be made within ten (10) days after Landlord becomes aware of the occurrence of such acts or omissions, and (b) any proceedings initiated in connection with such acts or omissions such as acts or omissions, such notification to be made no later than ten (10) days after Landlord becomes aware of the initiation of such proceedings or twenty (20) days prior to the date by which any initial response must be made in such proceedings, whichever comes first. Tenant shall have the right to select and direct the attorneys handling such proceedings. Tenant's obligations under this Section 9.04 shall be released to the extent that Tenant is prejudice by Landlord's failure to give timely notice.

10. Section 14.C of the Lease is hereby deleted in its entirety.

11. Exhibit B to the Lease is hereby deleted in its entirety and the following new Exhibit B is substituted therefore.

EXHIBIT "B"

Parcel 1: Lot 11 in Meijer Subdivision, being a subdivision of part of the Northeast ¼ of Section 21 and the southeast ¼ of Section 16, Township 38 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded January 28, 2000 as document R200-14525 in Du Page County, Illinois.

TOGETHER WITH

Parcel 2: Non-exclusive easement for the benefit of Parcel 1 as created by Access Easement Declaration recorded January 27, 2000, as document R2000-13296 as supplemented by documents R2001-2683 and R2001-26284 for ingress and egress over parts of Lot 2 in Meijer Subdivision as described in Exhibit B attached thereto and depicted on Exhibit C attached thereto.

12. As of the Effective Date of this Amendment, the Lease is hereby further amended wherein necessary, even though not specifically addressed herein, so as to conform to the revisions, deletions and/or additions to the Lease made in the preceding paragraphs hereof.

13. All capitalized terms used in this Amendment shall have the meaning attributed to them in the Lease, unless expressly defined otherwise in this Amendment.

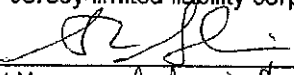
14. This Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

15. The provisions, representations, terms, conditions, covenants and agreements of the Lease, as modified hereby, shall remain in full force and effect, enforceable in accordance with their terms. This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

16. Execution and delivery of this Amendment shall not waive any rights or remedies of the parties under the Lease, at law or in equity.

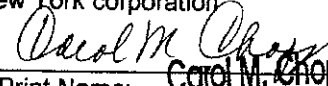
LANDLORD:

WONDORA, LLC,
a New Jersey limited liability corporation

By: 
Print Name: Andrew Shapiro
Title: Member

TENANT:

TGI FRIDAY'S, INC.
a New York corporation

By: 
Print Name: Carol M. Chopp
Title: Vice President

LEASE

THIS LEASE is executed in four (4) duplicate originals and made by and between WONDORA,LLC, a New Jersey limited liability company (herein called "Landlord"), and TGI FRIDAY'S INC., a New York corporation (herein called "Tenant"), Landlord and Tenant having the following addresses on the date of this Lease... (see Sec. 16.02):

Landlord:	Wondora, LLC 222 Grand Avenue Englewood, N.J. Attn: Andrew Shapiro	Tenant: TGI Friday's Inc. 7540 LBJ Freeway, Suite 100 P. O. Box 809062 Dallas, Texas 75251 Attn: General Counsel (See Sec. 16.02)
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In consideration of the premises, the mutual covenants herein contained, and each act to be performed hereunder by the parties, Landlord and Tenant enter into the following lease agreement (herein called "Lease").

ARTICLE I

FUNDAMENTAL LEASE PROVISIONS, EXHIBITS AND MEMORANDUM OF LEASE

Section 1.01. Fundamental Lease Provisions. Certain fundamental lease provisions ("Fundamental Lease Provisions") are set forth below:

- (a) Demised Premises: Gross area consisting of two (2) parcels of approximately 1.970 and 1.124 acres of land with improvements constructed thereon, including a building of approximately 6,802 square feet of enclosed floor space, a service court of approximately 600 square feet and, at Tenant's election, a patio of approximately 1,000 square feet. (See Sec. 2.01).
- (b) Parking: Exclusive parking spaces within the Demised Premises (See Sec. 2.02)
- (c) Original Term: Ten (10) years (See Sec. 3.01)
- (d) Renewal Term: Four (4) five (5) year options (See Sec. 3.02)
- (e) Rent: Annual rent, payable in equal monthly installments, in accordance with the following schedule:

<u>YEARS</u>	<u>ANNUAL RENT</u>
1-5	\$186,349.17
6-10	\$204,984.08
11-15	\$225,482.48
16-20	\$248,030.72
21-25	\$272,833.79
26-30	\$300,117.16

.....(See Sec. 4.01)

References appearing in this Section 1.01 designate some of the other places in the Lease where additional provisions applicable to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the foregoing Fundamental Lease Provisions shall be construed to incorporate all of the terms provided for under such additional provisions, and the Fundamental Lease Provision shall be read in conjunction with all other provisions of this Lease applicable thereto. Unless the context otherwise requires, all terms contained in this Section shall have the same meaning when used in this Section as when they are used or defined elsewhere in this Lease.

Section 1.02. Exhibits. The following exhibits are attached to and made a part of this Lease for all purposes:

- (1) Exhibit A. Plot plan showing schematically the Demised Premises, including the building, parking areas and other improvements constructed thereon.
- (2) Exhibit B. Legal Description of Demised Premises.
- (3) Exhibit C. Subordination, Attornment and Non-Disturbance Agreement.
- (4) Exhibit D. Permitted Exceptions.
- (5) Exhibit E. Memorandum of Lease.

Section 1.03. Memorandum of Lease. Neither Landlord nor Tenant shall record this Lease, but they shall execute and acknowledge a memorandum of lease (in the form attached as Exhibit D attached hereto), simultaneously with their execution of this Lease and record such memorandum of lease promptly after execution of this Lease. If it becomes necessary to revise such initial memorandum of lease after it is executed, Landlord and Tenant shall, within ten (10) days after request made by either party, execute, acknowledge and record an amended memorandum of lease. Upon termination of this Lease by expiration or otherwise, Landlord and Tenant shall execute, acknowledge and deliver the necessary documents to release of record any such memorandum of lease and any supplementary memorandum of lease recorded pursuant to Article V hereof.

(END OF ARTICLE I)

ARTICLE II
PREMISES

Section 2.01. Demised Premises. Subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord, certain premises (herein called the "Demised Premises") consisting of the real estate and any improvements located or to be located thereon described in Subsection 1.01(a), as shown on Exhibit A and as more particularly described in Exhibit B, to have and to hold during the Demised Term (as defined in Section 3.03). Tenant agrees to be bound by the terms and conditions contained in the following documents ("The Recorded Documents").

1. Public Utility Easement and Temporary Construction Easement in favor of Northern Illinois Gas Company as set forth in the Grant dated July 18, 1994, and recorded October 3, 1994 as Document R94-198878 over the following described property:

Permanent easement affects the east five (5) feet of that part of the land lying south of the north 700 feet.

2. Public Utility Easement in favor of the City of Naperville as set forth in the Grant recorded July 25, 1973, as Document R73-45918, for the construction and maintenance of the City of Naperville's overhead transmission line and underground cable.

(Affects the easterly twenty (20) feet of the land.)

3. Terms and conditions and provisions contained in an Annexation Agreement attached to Ordinance 098-17 recorded August 7, 1998, as Document R98-159775 relating to the development of the land and fees and charges in connection therewith.

4. Terms and conditions and provisions contained in Resolution R95-287 setting forth recapture fees for the Liberty Street watermain as disclosed by Annexation Agreement recorded August 7, 1998, as Document R98-159775.

5. Grant of Easement recorded August 23, 1999 as Document R1999-183260 and as shown on plat of Meijer Subdivision, aforesaid, in favor of the Commonwealth Edison Company in, over, under, across, along and upon ten (10) foot foot strips of land more particularly depicted on Exhibit C attached thereto.

(Affects the north line of Lot 11 in Parcel 1 and parts of Parcel 2.)

6. Declaration of Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating to use of the land and temporary development restrictions contained in the document recorded February 11, 2000 as Document No. R2000-21013 which does not contain a reversionary or forfeiture clause.

7. Non-Exclusive water line easement recorded November 2, 1999 as document R1999-237511 and as shown on plat of Meijer Subdivision, aforesaid, in favor of the City of Aurora, Illinois.

(See document for exact locations.)

(Affects Parcels 1 and 2)

8. Non-Exclusive Sanitary Sewer Line Easement recorded November 12, 1999, as Document R1999-237512, as shown on Plat of Meijer Subdivision, aforesaid, in favor of the City of Aurora, Illinois.

(Affects the westerly line of Lots 10 and 11 in Parcel 1 and parts of Parcel 2.)

9. Terms, conditions and provisions contained in an Access Easement recorded January 27, 2000, as Document R2000-13296 as amended by Documents R2001-26283 and R2001-26284, providing annual maintenance fees of the Access Easement.

(Affects Parcels 1 and 2)

10. Grant of Easement recorded December 14, 1999 as Document R1999-257740 in favor of Ameritech In, over, under, across, along and upon 10-foot foot strips of land more particularly depicted on Exhibit B attached thereto.

(Affects the north line of Lot 11 in Parcel 1 and parts of Parcel 2)

11. Note contained on the plat of Meijer Subdivision, aforesaid, as follows:

Access to Illinois State Route 59 shall be noted on this Plat. There shall be one (1) full movement access for Lot 2 and 2 right in/right out accesses for Lot 2 (One between Lots 10 and 11, and one between Lots 7 and 8). No other accesses to Illinois State Route 59 shall be permitted for Lots 2, 7, 8, 9, 10 and 11.

12. Terms, conditions and provisions contained in a Non-Exclusive Parking Easement Agreement recorded February 16, 2001, as Document R2001-26281 made by and between Meijer Stores Limited Partnership and TGI Friday's Inc. relating to a parking easement to be locate don Lot 2 in Meijer Subdivision for the benefit of Lot 11 and fees in connection with the maintenance of said easement.

13. Declaration of Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons), relating to use of the land and temporary development restrictions contained in the document recorded February 16, 2001, as Document No. R2001-26279 which does not contain a reversionary or forfeiture clause.

(Affects Lot 11)

14. Declaration of Restrictions (but omitting any such covenant or restriction based on race color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating to use of the land and temporary development restrictions contained in the document recorded February 16, 2001, as Document No. R2001-26278 which does not contain a reversionary or forfeiture clause.

(Affects Lot 10)

15. Terms and conditions and provisions contained in a Non-Exclusive Utility Easement Agreement recorded February 16, 2001, as Document R2001-26282 wherein a utility easement has ranted to Meijer Stores Limited Partnership over, across and under those portions of Lots 10 and 11 described in Exhibit B attached thereto and depicted on Exhibit C attached thereto.

(Affects a ten foot strip in the westerly portions of Lots 10 and 11)

16. Terms and conditions and provisions contained in a Non-Exclusive Storm Water Drainage and Detention Pond Easement Agreement recorded February 16, 2001, as Document R2001-26280 granting a perpetual, non-exclusive, underground easement across and under the land described on Exhibit B attached thereto and located approximately as shown on Exhibit C attached thereto and which provides for reimbursement to Meijer of 5% of any costs associated with the maintenance of the system.

Tenant agrees to perform such obligations required under the Recorded Documents, including paying any costs or expenses in connection therewith, during the Demised Term of this Lease including, during any Renewal Terms which Tenant may exercise pursuant to Sections 1.01(d) and 3.02 hereof.

Section 2.02. Parking. Throughout the Demised Term, Tenant and its suppliers, employees, agents, customers, contractors, business invitees, subtenants, licensees and concessionaires shall have the exclusive right to use any parking areas within the Demised Premises.

(END OF ARTICLE II)

ARTICLE III
TERMS AND RENEWALS

Section 3.01. Original Term. The "Original Term" of this Lease shall begin on the Commencement Date (as defined in Article V) and extend the number of years set forth in Subsection 1.01(c) hereof from the first day of the month following the Commencement Date.

Section 3.02. Renewals. So long as Tenant is not in default hereunder beyond any Applicable Grace Period, Landlord grants to Tenant options ("Option(s)") to extend the Original Term for the number of additional renewal terms ("Renewal Term(s)") and years as set forth in Section 1.01(d) hereof, on the same terms and conditions as herein set forth except that there shall be no further Option to extend beyond the last Renewal Term. Should Tenant elect to exercise any Option, it shall do so by written notice to Landlord at least one hundred eighty (180) days before the expiration of the Original Term or Renewal Term that is in effect at the time of such notice.

Section 3.03. Demised Term. The Original Term and any Renewal Terms for which an Option is exercised by Tenant are collectively referred to in this Lease as the "Demised Term."

Section 3.04. Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the Demised Term, it shall be deemed to be occupying the Demised Premises as a tenant from month to month at the Rent herein specified (prorated and paid on a monthly basis), subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy; however, if Tenant holds over without the written consent of Landlord the Rent shall be an amount equal to one hundred twenty-five percent (125%) of the monthly Rent.

(END OF ARTICLE III)

ARTICLE IV
RENT

Section 4.01. Rent. Tenant shall pay to Landlord, without any prior demand therefor, the amount set forth in Subsection 1.01(e) hereof (hereinafter referred to as the "Rent"), payable in advance in equal monthly installments on the first day of each full month of the Demised Term after the Rent Commencement Date (as defined in Article V hereof). If the Rent Commencement Date is not the first day of a calendar month, Tenant shall, on the Rent Commencement Date, pay Landlord the pro rata portion of the Rent for the number of days from the Rent Commencement Date to the end of such fractional month. The Rent for any fractional month at the end of the Demised Term shall also be prorated. Prorations for any fractional month shall be made on the basis of a 365-day year regardless of the actual number of days in such fractional month.

Section 4.02. Payments. Rent checks shall be made payable to Landlord and mailed to its address on page 1 hereof, or elsewhere as designated by Landlord from time to time in a written notice delivered to Tenant at least thirty (30) days prior to the effective date of such address change.

Section 4.03. Lease Year and Fractional Lease Year. The term "Lease Year" shall mean a period of twelve (12) consecutive calendar months, the first Lease Year commencing on the first January 1st following the Commencement Date and each succeeding Lease Year commencing on the anniversary of the first Lease Year. The term "Fractional Lease Year" shall mean (i) the period from the Commencement Date through the first December 31st following the Commencement Date, or (ii) the period of the Demised Term subsequent to the last December 31st of the Demised Term, whether this Lease expires by its terms or otherwise.

Section 4.04. Net Lease. The Rent reserved herein shall be absolutely net to the Landlord so that this Lease shall yield net to the Landlord the Rent specified, and all costs, expense and obligations of every kind and nature whatsoever, whether now existing or hereafter arising, even if beyond the current contemplation of, the parties, shall be the obligation of and paid by the Tenant, except only for (i) any mortgage payments or related mortgage expenses of Landlord, (ii) taxes based on income assessed against Landlord, and (iii) taxes which are not specifically the obligation of Tenant and which shall hereafter be imposed upon the Landlord by law, if any; provided, however, that any tax assessment charge or imposition in lieu of any real estate tax or assessment on the Demised Premises shall be the obligation of Tenant.

(END OF ARTICLE IV)

ARTICLE V
COMMENCEMENT DATE

The Demised Term of this Lease shall commence on the date on which Landlord and Tenant close on the sale of the Demised Premises by Tenant to Landlord, and shall continue during the remainder of the Demised Term.

(END OF ARTICLE V)

ARTICLE VI
MAINTENANCE AND EQUIPMENT

Section 6.01. Construction of the Demised Premises. The improvements on the Demised Premises have been constructed by Tenant, at Tenant's sole cost and expense. Tenant's plans and specifications for the improvements have been approved by Landlord.

Section 6.02. Tenant's Fixtures and Equipment. Any and all movable or removable fixtures, equipment and personally purchased by, belonging to or leased from third parties by Tenant and installed on the Demised Premises (whether or not affixed), including without limitation Tenant's chandeliers, lamps, stained or leaded glass, decor items, fans, stoves, refrigerators, bars, walk-in cold storage boxes, restaurant equipment, office equipment, and musical equipment, softwares, signs and other personal property are herein called "Tenant's Fixtures and Equipment." Tenant shall own all Tenant's Fixtures and Equipment to the exclusion of Landlord. So long as Tenant is not in monetary default under this Lease, Tenant shall have the right to remove all of Tenant's Fixtures and Equipment from the Demised Premises within thirty (30) days of termination of the Demised Term by lapse of time or otherwise. Upon such removal, Tenant shall, at its own cost and expense and prior to the expiration of the aforesaid thirty (30) day period, repair any damage Tenant caused to the Demised Premises by such removal.

Section 6.03. Tenant's Financing. Tenant may from time to time, if Tenant is not then in default hereunder, enter into equipment leases covering Tenant's Fixtures and Equipment or secure financing or general credit lines and grant the lessors or lenders as security therefor a security interest in Tenant's Fixtures and Equipment and/or a collateral assignment of Tenant's leasehold interest in the Demised Premises, with rights of reassignment; provided, however, that a collateral assignment may be made solely for the purpose of securing Tenant's indebtedness and may not be made for the purpose of transferring Tenant's operations on the Demised Premises to any other person or entity not approved by Landlord. Landlord agrees that it will give a singular entity to whom this Lease has been collaterally assigned the same rights to notice and cure with respect to any default of Tenant as are given to Tenant hereunder; provided that Tenant has given Landlord a written notice specifying the name and address of the lender. Any landlord's lien covering Tenant's Fixtures and Equipment shall be and hereby is made subordinate to any such equipment lease, security interest or collateral assignment (but only with respect to the particular collateral covered by such lease, security interest or assignment), and Landlord shall, within ten (10) days of a request by Tenant, execute and deliver to Tenant any documents that may reasonably be required in order to effect such subordination.

Section 6.04. Demised Premises Maintenance. Tenant, at its sole cost and expense, shall keep the Demised Premises, including all portions of the building, equipment and landscaping, in good condition and repair throughout the Demised Term, reasonable wear and tear and the effects of time excepted. Tenant's obligation to keep the Demised Premises in good condition and repair shall include all necessary repairs, replacements and maintenance, whether ordinary or extraordinary and whether or not structural. All such work shall be done in a good and workmanlike manner, and when completed, be free and clear of all claims for liens by mechanics or materialmen for and on account of labor and material furnished in connection therewith.

Section 6.05. Alterations by Tenant. Except as otherwise provided in this Lease, any alterations and additions to the Demised Premises that Tenant may deem necessary during the Demised Term may be made by Tenant, at Tenant's sole cost and expense, but Landlord's prior written consent shall be required for any structural or exterior alterations or additions. Landlord shall promptly sign and execute such documents or otherwise evidence its approval, consent or grant of authority, as required by any public authorities having jurisdiction thereover, to facilitate issuance to Tenant of necessary licenses or permits to make or perform any permissible alteration or addition.

Section 6.06 Entry by Landlord. Landlord may enter the Demised Premises weekdays between 9:00 a.m. and 11:00 a.m. and between 2:00 p.m. and 5:00 p.m. to inspect same and, beginning six (6) months before the end of the Demised Term, to exhibit same to prospective tenants, so long as such entry does not interfere with Tenant's business activities. Landlord may enter the Demised Premises at any time in the event of an emergency. Landlord shall not display "For Rent," "For Sale" or other similar signs or notices on or about the Demised Premises.

Section 6.07. Improvements Become Landlord's Property. Subject to section 6.02, any and all buildings and improvements placed on the Demised Premises shall become the sole property of the Landlord upon the expiration or earlier termination for this Lease.

(END OF ARTICLE VI)

ARTICLE VII
USE

Section 7.01. Use. The Demised Premises may be used by Tenant for the purpose of operating a restaurant, standup bar, outdoor café and retail operations ancillary thereto; provided, however, Tenant shall be responsible for (i) obtaining any required licenses and permits issueable by applicable governmental authorities for Tenant's operations in the Demised Premises, and (ii) complying with all laws concerning the cleanliness, safety and operation of the Demised Premises. Tenant may in good faith, after notifying Landlord, contest the validity or application of any law and delay compliance therewith pending the outcome of such contest, provided no civil or criminal penalty would be incurred by Landlord and no lien or charge would be imposed upon or satisfied out of the Demised Premises due to such delay. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right, at its election, to terminate this Lease, without further obligation on either party (except as provided in Section 6.02 hereof), if any governmental authority having jurisdiction over the Demised Premises shall generally prohibit the sale of alcoholic beverages in an area that includes the Demised Premises; provided, however, that Tenant shall not have the right to terminate this Lease in the event such prohibition results from the Tenant's actions or omissions in connection with the operation of the restaurant, stand-up bar, outdoor cafe and/or retail operations ancillary thereto.

Tenant agrees not to violate any restrictive covenant set forth in Declaration of Restrictions recorded as Document Nos. R2001-026279 and R2001-026278.

Section 7.02. Conduct of Business. Tenant shall conduct its business at the Demised Premises in accordance with the same standards of operation and in the same quality as it operates its other similar restaurants. Tenant shall not cause injury or waste to the Demised Premises, reasonable wear and tear excepted. Tenant shall keep the Demised Premises clean and free from rubbish, trash and garbage, and, at its own expense, arrange for removal of same. Tenant shall store all such rubbish, trash and garbage within the Demised Premises.

Section 7.03. Landlord Interference. Landlord shall use its best efforts to not interfere with Tenant's operations. If Landlord creates a condition that substantially interferes with the normal use of the Demised Premises or appurtenant parking or service areas as allowed herein, the Rent and other charges due hereunder shall be abated during the time such interference persists, but such abatement shall not continue beyond the time at which such interference persists regardless of any delay by Tenant in resuming normal operations after that time. This Section 7.03 shall be subject to Section 16.09 hereof, and Landlord shall be excused to the extent that Landlord's compliance with this Section 7.03 is prevented by any of the causes specified in Section 16.09.

(END OF ARTICLE VII)

ARTICLE VIII
UTILITY SERVICES

Tenant shall be responsible, at Tenant's expense, for obtaining utilities in the amounts, sizes and pressures as needed by Tenant in the operation of its business on the Demised Premises. Tenant shall pay for all utility usage by Tenant in the Demised Premises during the Demised Term. Subject to the application of Section 16.09 hereof, Landlord shall not interrupt any utility and services to the Demised Premises.

(END OF ARTICLE VIII)

ARTICLE IX
INSURANCE, TAXES AND LIABILITY

Section 9.01. Insurance.

A. Liability Insurance. Tenant shall maintain comprehensive public liability insurance (including liquor liability insurance) on the Demised Premises and all buildings and improvements located thereon, with limits of at least \$3,000,000.00 for each occurrence, bodily injury and property damage combined, protecting Landlord and Tenant against loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property by reason of the use and occupancy of the Demised Premises by Tenant and its invitees.

B. Fire Insurance – Improvements. Tenant shall maintain "all-risk" fire and extended coverage insurance on all improvements constructed by Tenant on the Demised Premises (excluding footings, foundations, paved areas and Tenant's Fixtures and Equipment) in amounts equal to one hundred percent (100%) of their full replacement cost.

C. General Policy Requirements. The insurance provided by Tenant pursuant to this Section 9.01 shall (i) be carried with reputable companies licensed to do business in the State in which the Demised Premises is located, (ii) name Landlord as an additional insured, (iii) not be subject to change, cancellation or termination without at least ten (10) days' prior written notice to Landlord, and (iv) provide the same coverage that is provided by Tenant for the other company-owned restaurants in Tenant's restaurant chain. Tenant shall, upon written request by Landlord, furnish an insurance certificate evidencing such coverage.

D. Blanket Policies. The insurance required to be carried pursuant to this Section 9.01 may be carried under policies of blanket insurance that may cover other liabilities and locations; provided, however, in all other respects each of such policies shall comply with the provisions of this Section 9.01 without any diminution or dilution of coverage.

Section 9.02. Taxes.

A. Tenant's Obligation. Tenant shall pay all real estate, personal property and use taxes and assessments that accrue during the Demised Term on the Demised Premises, any improvements thereon and any personal property therein (and all taxes and assessments that are imposed in lieu of the foregoing).

B. Payment of Taxes. Tenant agrees to pay all Real Estate Taxes prior to their due date, provided that statements for such taxes and copies of the actual tax bills are received by Tenant so as to permit timely payment. If the Demised Premises is separately assessed and local practice permits, Landlord shall cause the taxing authority to send the bill for the Real Estate Taxes on the Demised Premises to Tenant, and Tenant shall pay directly to the taxing authority the Real Estate Taxes on the Demised Premises. If the taxing authority requires that payment be made by Landlord, Tenant shall pay to Landlord the amount of Tenant's tax obligation prior to the date on which such taxes are due. If the tax statement for the Real Estate Taxes on the Demised Premises is sent to Landlord, Landlord shall forward the statement to Tenant promptly. Tenant shall not be liable for any penalties, surcharges or interest that may be incurred by Landlord or result from Landlord's failure to forward any tax bill to Tenant at least twenty (20) days before date due. Landlord or Tenant shall, within thirty (30) days after written request from the other, provide satisfactory evidence of such payment.

Landlord and Tenant may take the benefit of any law allowing taxes or assessments to be paid in installments, so long as there are no penalties or interest charges accruing as a consequence of such installment payment.

C. Landlord's Obligation. Nothing contained in this Section 9.02 shall be construed so as to require Tenant to pay or be liable for any gift, inheritance, estate, franchise, succession, transfer, income, profits, capital or similar tax, or any tax in lieu of any of the foregoing, imposed upon Landlord or the successors or assigns of Landlord

D. Timing. Payment of taxes, assessments and the like as required hereunder shall be deemed to be timely if made within the period in which payment is permitted without penalty (whether or not interest accrues on the unpaid balance). Landlord or Tenant shall, within thirty (30) days after written request from the other provide satisfactory evidence of such payment Landlord and Tenant may take the benefit of any law allowing taxes or assessments to be paid in installments.

E. Proration. Real Estate taxes and assessments for which tenant is responsible shall be prorated between Landlord and Tenant as of the end of the Demised Term. For the Lease Year or Fractional Lease Year in which the Demised Term ends, taxes shall be prorated on the basis of one hundred percent (100%) of the previous Lease Year's taxes. Upon final assessment of taxes for the year of termination, the tax proration will be adjusted to reflect the tax obligation of Tenant. If an assessment that is payable in periodic installments is levied on the Demised Premises, Tenant shall pay only those installments that are attributable to the Demised Term.

F. Right to Contest. Tenant may in good faith, by appropriate proceedings and at Tenant's expense, contest any taxes, assessments or similar items, provided that Tenant shall provide Landlord with security reasonably satisfactory to Landlord; or at Tenant's election, where such procedure is provided for by law, Tenant may pay such items under protest or make proper deposit in court. When any such contested items shall have been paid or canceled, any security so deposited to cover them shall be repaid to Tenant. Any documents required to enable Tenant to effect the foregoing shall be executed and delivered by Landlord on reasonable demand and in default thereof Tenant may execute the same as attorney-in-fact of Landlord.

Section 9.03. Mutual Waiver of Subrogation. Landlord and Tenant and their successors in interest hereby waive any legal rights each may later acquire against the other party during the Demised Term for the loss of or damage to their respective property or to property in which they may have an interest, which loss or damage is caused by an insured hazard arising out of or in connection with the Demised Premises.

Section 9.04. Indemnification of Landlord. Tenant covenants to defend and save the Landlord harmless from any and all claims, demands, causes of action, suits, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of court, including, without limitation, loss or damage which may occur with respect to any person or persons, corporation, property or chattels on the Demised Premises, or to the property itself, resulting from Tenant's acts or omissions, except (i) when such loss results from a default by Landlord under this Lease or the willful conduct or negligent act or omission of Landlord, its agents, employees, independent contractors or invitees, or (ii) to the extent of any insurance proceeds received (or receivable) by Landlord or payable under Landlord's, insurance as a result of Landlord's contributory culpability. With respect to any loss from which Landlord claims Tenant is required to hold

Landlord harmless, Landlord shall notify Tenant of (a) any acts or omissions causing such loss, such notification to be made within ten (10) days after Landlord becomes aware of the occurrence of such acts or omissions, and (b) any proceedings initiated in connection with such acts or omissions such acts or omissions, such notification to be made no later than ten (10) days after Landlord becomes aware of the initiation of such proceedings or twenty (20) days prior to the date by which any initial response must be made in such proceedings, whichever comes first. Tenant shall have the right to select and direct the attorneys handling such proceedings. Tenant's obligations under this Section 9.04 shall be released to the extent that Tenant is prejudiced by Landlord's failure to give timely notice.

Section 9.05. Liens. Tenant shall use its best efforts to prevent the creation of any lien against the Demised Premises on account of labor or materials furnished in connection with any construction, maintenance, repairs or alterations each shall undertake. If any such lien is filed against the Demised Premises, Tenant shall cause such lien to be released within ninety (90) days after actual notice of the filing thereof or shall furnish to Landlord a bond or other security reasonably satisfactory to Landlord, conditioned to indemnify Landlord against the foreclosure of such lien. Tenant shall have the right, after notice to Landlord, to contest in good faith and with all due diligence any such lien and shall not be required to pay any claim secured by such lien; provided that (i) such lien would not impair the rights or be satisfied out of the interest of Landlord in the Demised Premises by reason of such delay, and (ii) Tenant will at its expense defend Landlord and pay all costs reasonably incurred by Landlord relating to the contest if Landlord is joined in any suit pertaining thereto or if any such lien is placed upon the other's interest in the Demised Premises.

(END OF ARTICLE IX)

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01. Rights of Tenant's Default. If Tenant fails to perform any of its obligations as required by this Lease, and if Tenant fails to cure such failure within the Applicable Grace Period (as defined in Section 10.03), Landlord, in addition to all other rights and remedies available to Landlord under applicable law, may, at Landlord's option, elect the following remedies:

- (i) Landlord shall have the right to take possession of the Demised Premises (without such action being deemed an acceptance of a surrender of this Lease or termination of Tenant's liability hereunder) and, upon taking possession, Landlord shall make reasonable efforts to relet the same on reasonable terms, with Tenant remaining liable to pay the Rent, real estate taxes and other leasehold charges or obligations for the remainder of the Demised Term less the net amount realized from such reletting, if any; or
- (ii) Landlord shall have the right to terminate this Lease, thereby releasing Tenant from any further liabilities hereunder.

Notwithstanding anything to the contrary, there shall be no acceleration of the due date of any Rent payable under this Lease. In the event that Tenant:

- (a) is adjudicated as bankrupt;
- (b) has a receiver in equity appointed for its property, and the appointment of such receiver is not set aside within one hundred twenty (120) days, or requests or consents to the appointment of a receiver;
- (c) has a trustee in reorganization appointed for its property and the appointment of such trustee is not set aside within one hundred twenty (120) days;
- (d) files a voluntary petition for reorganization or arrangement under any state or federal bankruptcy or insolvency laws; or
- (e) files a voluntary petition in bankruptcy or a petition to take advantage of any insolvency laws;

then, in any of such events, the Landlord may terminate this Lease and immediately take possession of the Demised Premises, using such force as may be necessary without being deemed guilty of trespass or forcible entry. The grace periods specified in subparts (b) and (c) above shall not apply unless all payments by Tenant under this Lease are current. Should the sum realized from any reletting hereunder be less than the Rent, Tenant shall pay such deficiency each month upon demand therefor. No act of Landlord shall be deemed an act terminating this Lease or declaring the Demised Term ended unless notice is served upon Tenant by Landlord expressly setting forth therein that Landlord elects to terminate this Lease or declare the term ended.

Section 10.02. Default by Landlord. If Landlord shall fail to perform any of its obligations as required by the Lease, and if Landlord shall fail to cure such failure within the Applicable Grace Period, then Tenant shall have its rights and remedies at law or in equity.

Section 10.03. Applicable Grace Period. Except as may be provided elsewhere in this Lease, the grace period for curing a party's failure to perform its obligations under this Lease (the "Applicable Grace Period") shall be one of the following time periods:

- (i) for failure to perform any covenant to pay money or for any breach that adversely affects the normal operation of Tenant's business at the Demised Premises, five (5) days after the non-performing or breaching party's receipt of notice from the other party specifying such non-performance or breach; and
- (ii) for failure to perform any other obligation under this Lease, thirty (30) days after the non-performing party's receipt of notice specifying such non-performance; provided, however, failure to perform any such obligation which may not reasonably be cured within thirty (30) days shall not be considered a default if the non-performing party, within said thirty (30) day period, institutes efforts to cure said non-performance and diligently prosecutes said efforts to completion.

(END OF ARTICLE X)

ARTICLE XI
DAMAGE TO DEMISED PREMISES

Section 11.01. Restoration of the Demised Premises. If the improvements on the Demised Premises are damaged or destroyed during the Demised Term, then, except as otherwise provided in Section 11.02 hereof, Tenant, at its sole cost and expense, shall repair, restore or rebuild the improvements constructed by Tenant on the Demised Premises to substantially the condition they were in immediately prior to such damage or destruction. The Rent and other charges payable by Tenant shall not abate or be reduced during any such period of damage, destruction, repair or restoration. All such repair, restoration or rebuilding shall be performed with due diligence in a good and workmanlike manner and in accordance with applicable law and plans and specifications for such work reasonably approved by Landlord and Tenant.

Section 11.02. Option Not to Restore. Notwithstanding Section 11.01 hereof, if during the last three (3) years of the Original Term or during the last three (3) years of any Renewal Term the Demised Premises is damaged in an amount equal to fifty percent (50%) or more of the replacement cost of the improvements constructed by Tenant on the Demised Premises (exclusive of footings, foundations and paved areas), Tenant may terminate this Lease by giving Landlord written notice of termination within sixty (60) days after the occurrence of such damage or destruction. Upon termination of this Lease by Tenant, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, Landlord shall be entitled to receive any and all property insurance proceeds paid with respect to any fire and extended coverage insurance required under Section 9.01(B) hereof and the parties shall be released hereunder, each to the other, from all liability and obligations thereafter arising.

Section 11.03. Property Insurance Proceeds. All proceeds of fire and extended coverage insurance collected as a result of any casualty to the improvements on the Demised Premises shall be held by the insurance carrier or, at Tenant's election exercised by notice to such insurance carrier and Landlord, by an independent escrow agent of Tenant's selection, and such proceeds shall be disbursed by such insurance company or escrow agent, as the case may be, in progress payments to Tenant for the purpose of reimbursing Tenant for its cost of restoring the Demised Premises. Notwithstanding the foregoing, any such proceeds in an amount less than Fifty Thousand Dollars (\$50,000.00) shall be disbursed to Tenant for the purpose of making necessary repairs.

(END OF ARTICLE XI)

ARTICLE XII
EMINENT DOMAIN

Section 12.01. The Taking. If Landlord receives notice of the intention of any authority to appropriate, take or condemn any portion of the Demised Premises for public or quasi-public use under any right of eminent domain, condemnation or other law (collectively, a "Taking"), Landlord shall promptly notify Tenant thereof. In the event of a Taking or sale under the threat or proposal of a Taking, then any award, settlement or proceeds shall be distributed to the parties in proportion to the value of their respective interests in the Demised Premises. In the event of such Taking or like proceeding, the parties shall represent their own interests and shall present and prosecute their own claims for damages insofar as possible. If the parties are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their claim, and all costs thereof shall be paid by the parties in proportion to the amount of the award, settlement or sale proceeds that each receives.

Section 12.02. Settlement. Any apportionment of the final award or settlement of damages entered into by Landlord and Tenant with the authority over a Taking shall be binding upon the parties. If no such apportionment is made, then the parties shall agree on the value of their respective interests and distribution shall be made in accordance with such agreement. If the parties are unable to agree on the value of their respective interests, the parties agree to proceed forthwith to arbitrate the issue in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbiter shall be binding unless within thirty (30) days after such decision is made either Landlord or Tenant files suit in a court of competent jurisdiction to litigate the value of the parties' interests. In such event the arbitration shall be of no force or effect and the cost of the arbitration, as well as the cost of the litigation (including reasonable attorney's fees), shall be paid by the non-prevailing party in the litigation.

Section 12.03. Tenant's Option. Tenant shall have the right to receive an award or settlement of damages as aforesaid and the option to terminate this Lease upon sixty (60) days notice to Landlord if such Taking or sale results in (i) a limitation of access to the Demised Premises preventing or materially affecting the operation of Tenant's business at the Demised Premises, unless Landlord provides alternate access that is reasonably acceptable to Tenant; (ii) the loss of all or a portion of the parking area of the Demised Premises, which loss prevents or substantially affects the operation of Tenant's business in the Demised Premises, unless Landlord provides substitute parking spaces that are located on land contiguous to the Demised Premises and reasonably acceptable to Tenant; or (iii) the remaining portion of the Demised Premises being, in Tenant's reasonable judgment, unusable by Tenant in the operation of its business. If Landlord disagrees with Tenant's judgment, Landlord may require that the issue be submitted to arbitration in accordance with the expedited rules for commercial arbitration of the American Arbitration Association. If Tenant terminates this Lease pursuant to this Section 12.03, this Lease and Tenant's obligation to pay rent and other charges shall terminate (with the unearned portion of the rent and other charges theretofore paid being returned to Tenant), except that such action shall not be deemed to terminate this Lease for purposes of Tenant's prosecuting and receiving an award or settlement for damages as provided in this Article XII.

Section 12.04. Partial Taking. If any such Taking is less than described in Section 12.03 hereof or if Tenant elects not to terminate this Lease in accordance with Section 12.03 hereof, this Lease shall continue and Tenant shall proceed diligently to restore the Demised Premises. All proceeds from the award, settlement or sale (including any proceeds payable to Landlord) shall first be applied to restoration of the Demised Premises and thereafter as described in Section 12.01. If, for any reason, such proceeds are not made available to Tenant for such restoration, Tenant shall have the right to terminate this Lease without further obligation. Rent shall be abated during any period in which Tenant's business at the Demised Premises is closed for restoration and thereafter reduced to fairly reflect any reduction in Tenant's business as a result of such Taking.

Section 12.05. Temporary Taking. If a Taking shall be for a period of less than six (6) months, this Lease shall continue in full force and effect, the Rent and other charges shall not abate, and any award or settlement shall belong solely to Tenant.

Section 12.06. More than One Taking. If more than one Taking occurs during the Demised Term, the rights of the parties shall be determined as if all such Takings had all occurred at the time of the last Taking, and the effect of all such Takings shall be considered cumulatively.

(END OF ARTICLE XI)

ARTICLE XIII
TITLE TO PREMISES

Landlord represents and warrants that Landlord has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, and to grant the estate herein demised, with no other person needing to join in the execution hereof in order for this Lease to be binding on all parties having an interest in the Demised Premises; that the Demised Premises shall hereafter be subject to no leases, easements, covenants, restrictions or the like which in any manner would prevent or interfere with Tenant's contemplated use of the Demised Premises; that Landlord will warrant unto Tenant and defend the Demised Premises against the claim of all persons claiming by, through or under Landlord, and if Tenant shall discharge the obligations herein set forth to be performed by Tenant, Tenant shall, during the Demised Term, have lawful, quiet and peaceful possession and occupation of the Demised Premises and shall enjoy all of the rights herein granted without any let, hindrance, ejection, molestation or interference by any person. The person(s) executing this Lease on behalf of Landlord represent and warrant that they are the only person(s) required to execute this Lease in order to bind Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, actions, demands, losses, costs, expenses, liabilities and judgments arising in connection with a material breach of any of Landlord's representations, warranties or covenants in this Lease. If Tenant is made a party to any litigation in connection with any such representation, warranty or covenant of Landlord, Landlord shall defend and hold Tenant harmless from all damages, losses, costs, expenses and reasonable attorneys' fees paid or incurred in connection therewith.

Notwithstanding anything to the contrary, the Demised Premises shall be subject to the permitted exceptions as listed on Exhibit D attached hereto.

(END OF ARTICLE XIII)

ARTICLE XIV
ASSIGNMENT AND SUBLETTING

A. Except as provided in Section 6.03 hereof, Tenant covenants and agrees not to assign this Lease or to sublease the whole or any part of the Demised Premises or to permit any other persons to occupy same without the prior written consent of Landlord, references elsewhere herein to assignees or sublessees notwithstanding; provided, however, that Tenant may assign this Lease or sublease the Demised Premises without Landlord's consent to: (i) Tenant's parent company or to a subsidiary or affiliate of Tenant; (ii) a reputable restaurant operator with multi-unit restaurant operating experience; (iii) a franchisee of Tenant; (iv) a partnership or joint venture in which Tenant owns at least twenty-five percent (25%); or (v) the "owner" under a management contact under which Tenant continues to operate the business at the Demised Premises as the agent of such owner. Tenant shall provide Landlord with notice of any such assignment, with a written assumption of the obligations of the tenant hereunder by a permitted assignee. Tenant shall be released from all further liability or obligation under this Lease if the assignee has a financial net worth in excess of Five Million Dollars (\$5,000,000.00) and has earned after-tax profit for at least the past two (2) consecutive years. Landlord's consent to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises. Any transfer of an ownership interest in Tenant by merger, consolidation, or sale of stock shall not constitute an assignment for the purpose of this Lease and shall not require the consent of Landlord, provided that the surviving entity specifically assumes in writing Tenant's obligations under this Lease.

B. In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Demised Premises to a person or other entity expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any subsequent responsibility hereunder and Tenant agrees to look solely to such successor-in-interest of Landlord for performance of such obligations.

C. Notwithstanding anything contained herein, Tenant may at its sole discretion and without Landlord's consent, sublease the 1.124 parcel ("Parcel 2"), as described on attached Exhibit B, to a third party at any time during the Demised Term. Should Tenant sublease said Parcel 2, Tenant will continue to pay to Landlord the entire Rent (see Sec. 1.01(e)) due under the Lease, and all rentals payable under the sublease will belong to Tenant.

Should Landlord be the procuring cause of a tenant ("Subtenant") for Parcel 2, Tenant will be obligated to pay Landlord an amount equal to six (6%) percent of Subtenant's rent, as and when received from the Subtenant, during the Original Term of the Sublease (but not during any Renewal Terms).

D. The Sublease must provide that the same is subject to the terms and conditions of this Lease. Such sublease must also provide in the event of the termination or cancellation of this Lease for any reason whatsoever, or of the surrender of this Lease, whether voluntary, involuntary or by operation of law, prior to the expiration date of such sublease, including extensions and renewals granted thereunder, the subtenant agrees to make full and complete

attornment to Landlord for the balance of the term of the sublease, at the option of Landlord at any time during the subtenant's occupancy of the Demised Premises, which attornment shall be evidenced by an agreement in form and substance satisfactory to the request of Landlord, its successors or assigns, and the subtenant waives any provisions of law now or hereafter in effect which may give the subtenant any right of election to terminate the sublease or to surrender possession of the Demised Premises in the event any proceeding is brought by Landlord under this Lease to terminate this Lease.

E. No subletting shall relieve Tenant of its obligations or liabilities hereunder, nor shall it be deemed a consent to a further subletting.

F. No sublease shall be for a term which shall extend beyond one day prior to the expiration of this Lease.

G. Tenant shall not be in default under any of the terms and conditions of this Lease at the time of the sublease.

H. Tenant shall provide Landlord with a copy of the sublease at the time of the sublease.

(END OF ARTICLE XIV)

ARTICLE XV
NON-DISTURBANCE, SUBORDINATION, AND ATTORNMENT

Section 15.01. Non-Disturbance Agreement. This Lease shall be conditioned upon:

- (i) any party holding a mortgage or deed of trust on any portion of the Demised Premises and
- (ii) any party (if other than Landlord) owning or having a leasehold estate in any portion of the Demised Premises

executing and delivering to Tenant a non-disturbance, subordination and attornment agreement substantially in the form attached hereto as Exhibit C within thirty (30) days of the date of this Lease (or within thirty (30) day's after the execution of a mortgage or deed of trust or conveyance that is entered into after the date of this Lease).

Section 15.02. Subordination. If Landlord is not in default hereunder beyond the Applicable Cure Period, Tenant shall subordinate this Lease to an existing or future first deed of trust or mortgage covering the Demised Premises by executing and delivering an agreement in the form attached hereto as Exhibit C within ten (10) days after Tenant's receipt of a copy of such agreement. It is understood and agreed that the form of agreement attached hereto as Exhibit C may be modified or replaced by mutual agreement among Landlord, Tenant and Landlord's mortgagee; provided that any alternative provisions or form of agreement confers upon Tenant the same substantive rights and remedies as are conferred by the form attached hereto as Exhibit C and is otherwise reasonably acceptable to Tenant. Except as set forth in this Section 15.02, this Lease shall not be subordinate to leases, deeds of trust or mortgages except as may be filed of record as of the date of this Lease.

Section 15.03. Attornment. Tenant agrees that if the mortgagee, beneficiary or any other person claiming under a mortgage, deed of trust or master lease to which Tenant has subordinated shall succeed to Landlord's interest in this Lease, Tenant will recognize said mortgagee, beneficiary or person as its Landlord under the provisions of this Lease, provided that said mortgagee, beneficiary or other person, during the period in which it is Landlord's successor-in-interest under this Lease, assumes all of the obligations of Landlord hereunder. Any purchaser taking title to the property by reason of such foreclosure or sale shall take title subject to this provision and shall be bound by any approvals or consents made or given by Landlord pursuant to this Lease prior to the date on which title to the Demised Premises was transferred.

(END OF ARTICLE XV)

ARTICLE XVI
MISCELLANEOUS

Section 16.01. Waivers. No waiver of any condition or covenant in this Lease by either party shall be deemed to imply or constitute a future waiver of the same or any other condition or covenant of this Lease.

Section 16.02. Notices. Unless otherwise provided in this Lease, all notices required under this Lease to Landlord or Tenant shall be in writing and shall be addressed to the addresses indicated in the preamble of this Lease on page 1 hereof or to any subsequent address which Landlord or Tenant may designate in writing delivered at least thirty (30) days in advance to the other party for such purpose. Invoices, bills and the like from Landlord to Tenant shall be sent to the attention of the Treasurer of Tenant and all other notices from Landlord to Tenant shall be sent to the attention of Tenant's General Counsel. All notices shall be deemed to be properly served if delivered to the appropriate address by hand delivery, registered or certified mail (with postage prepaid and return receipt requested), or courier, telegram, electronic transmission or similar methods of communication (provided that there is independent verification of delivery). Date of service of a notice served by mail shall be the date of posting; otherwise the date of refusal of receipt.

Section 16.03. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint venture, or any relationship between the parties hereto other than that of landlord and tenant.

Section 16.04. Construction. Whenever a word appears herein in its singular form, such word shall include the plural; and the masculine gender shall include the feminine and neuter genders. This Lease shall be construed without reference to titles of Articles, Sections or Clauses, which titles are inserted for convenient reference only. References to specific Articles, Sections or Exhibits shall, unless otherwise expressly stated, refer to the Articles, Sections or Exhibits of this Lease. This Lease shall be construed without regard to any presumption or other rule permitting construction against the party causing this Lease to be drafted and shall not be construed more strictly in favor of or against either of the parties hereto.

Section 16.05. Consent. Whenever it is necessary under the terms of this Lease for either party to obtain the consent or approval of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.06. Certificate of Performance. At any time, either party shall, within twenty (20) days after receipt of a written request from the other, execute, acknowledge and deliver a statement in writing certifying whether this Lease is unmodified and in full force and effect (or if modified, whether the same is in full force and effect as so modified), whether any conditions to the full enforceability of this Lease remain unsatisfied, the dates to which rent, charges or other performances have been paid or completed, and such other facts, including the nature of any claim of default on the part of the other, as either party may reasonably request.

Section 16.07. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State in which the Demised Premises is located.

Section 16.08. Invalidity or Inapplicability of Clause. If 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 enforceable to the fullest extent permitted by law.

Section 16.09. Excuse for Nonperformance. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, plan approval delay, inability to procure materials, restrictive governmental laws or regulations, adverse weather, unusual delay in transportation, delay by the other party hereto or other cause without fault and beyond the control of the party obligated to perform (financial inability excepted), then upon notice to the other party, the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance, and nothing in this Section shall excuse Tenant from the prompt payment of any rental or other charges required of Tenant except as may be expressly provided elsewhere in this Lease.

Section 16.10. Successors or Assigns. Except as otherwise specified in this Lease, the provisions contained in this Lease shall run with the land and bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns. Any references in this Lease to Landlord and Tenant shall be deemed to include their respective heirs, successors and assigns.

Section 16.11. Disputes. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other or any work to be performed by either of them under the provisions hereof, the party against whom the obligation to pay or to perform is asserted shall have the right to make payment or perform such work and pay the cost thereof "under protest," and such payment or performance shall not be regarded as a voluntary payment or performance and the right of said party to institute suit to recover the amount paid "under protest" shall survive. If it shall be adjudged or mutually agreed by Landlord and Tenant that there was no legal obligation on the part of said party to pay such sum or any part thereof or that said party was not legally obligated to perform, said party shall be entitled to recover the amount paid "under protest" or so much thereof as it was not legally required to pay under the provisions of this Lease, plus interest thereon at the Interest Rate specified in Section 16.13 hereof, from the date on which such payment was made until the date on which reimbursement is received.

Section 16.12. Attorney's Fees. If Landlord or Tenant brings an action at law or equity against the other in order to enforce the provision of this Lease or as a result of an alleged default under this Lease, the prevailing party in such action shall be entitled to recover reasonable attorney's fees from the other.

Section 16.13. Interest Rate. Except where a different rate of interest is expressly provided for elsewhere in this Lease, whenever any interest is payable by Tenant to Landlord or Landlord to Tenant under this Lease, such interest shall be paid at an annual rate (the "Interest Rate") equal to the lesser of (i) the prime interest rate charged by First City Bank of Dallas, N.A., plus two percent (2%), or (ii) the highest interest rate permitted by law.

Section 16.14. Entire Agreement Representations. This Lease embodies the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Landlord and Tenant have neither made nor relied upon any promises, representations or warranties in connection with this Lease that are not expressly set forth in this Lease. In entering into this Lease, Landlord and Tenant have relied on the representations and warranties contained in this Lease.

Section 16.15. Modification. This Lease may not be modified except by a written agreement signed by the party against whom such modification is sought to be enforced.

Section 16.16. No Broker. Landlord and Tenant represent and warrant that they have not dealt with any real estate agent or broker in connection with this transaction, and each agrees to indemnify and save the other harmless from and against all liability, damage, loss, cost and expense incurred by reason of the indemnitor's breach of said representation and warranty.

Section 16.17. Name and Plans and Specifications. Landlord acknowledges that any plans, specifications and proprietary material provided by Tenant and Tenant's trademarks and service marks (including, without limitation, "T.G.I. Friday's," "Friday's," "Italianni's," "Front Row" and "Friday's American Bar") are the sole property of Tenant, and Landlord shall have no rights thereto.

Section 16.18. Right of First Refusal. So long as Tenant is not in default under this Lease beyond any Applicable Grace Period, Landlord hereby grants to TGI Friday's Inc., while it is the Tenant under this Lease but not thereafter, a right of first refusal with respect to any sale by Landlord of all or a portion of the Demised Premises to other than an affiliated or related entity of Landlord. An affiliated or related entity shall include any members of Landlord's family or any family-controlled entities. Landlord shall give Tenant at least thirty (30) days' prior written notice of the proposed terms of any such sale, together with a copy of the proposed purchase and sale documents, and Tenant shall, if it elects to do so, exercise its first right of refusal by notifying Landlord in writing, within thirty (30) days of Tenant's receipt of such purchase and sale documents, of Tenant's election to exercise its right of first refusal.

Section 16.19. Hazardous Substances. "Hazardous Substance" is any petroleum product, asbestos product or any other material, substance or waste that is recognized as being hazardous or dangerous to health or the environment by any federal, state or local agency having environmental protection jurisdiction over the Demised Premises. Tenant agrees not to generate, store, handle or dispose of any Hazardous Substance in or upon the Demised Premises during the Demised Term of the Lease. In the event, however, that any substance used in Tenant's business shall, during the Demised Term, become designated as a Hazardous Substance, then Tenant shall, to the extent practicable, discontinue use of the substance in or upon the Demised Premises. If it is not practicable for Tenant to discontinue such use, then Tenant agrees that it shall only continue use of the Hazardous Substance in or upon the Demised Premises in a manner consistent with all standards and regulations for the safe use of such Hazardous Substance promulgated by governmental agencies having jurisdiction. Tenant shall indemnify and hold Landlord harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorneys fees, including the cost of all clean-up plans, if any, arising out of the breach of this Section 16.19 by Tenant, and/or the violation of any rules, regulations,

statutes or ordinances promulgated by any federal, state or local governing body or agency and relating to the environmental condition of the Demised Premises.

Section 16.20. Date of Lease. All references to the "date of this Lease," the "date hereof," the "date upon which this Lease is fully executed" and the like shall be deemed to be the last date on which this lease shall be executed by Landlord and by Tenant.

(END OF ARTICLE XVI)

EXECUTED by Landlord:

October 24, 2001

Susan M. Marra
SUSAN M. MARRA,
witness

LANDLORD:

WONDORA, LLC

By:

Andrew Shapiro
Andrew Shapiro - Member

EXECUTED by Tenant:

October 23, 2001

ATTEST

James M. Lyons
James M. Lyons, Assistant Secretary

TENANT:

TGI FRIDAY'S INC.

By:

Leslie Sharman
Leslie Sharman, Sr. Vice President
JML

STATE OF New Jersey

COUNTY OF Bergen

Before me, the undersigned a Notary Public in and for said County and State, on this date personally appeared Andrew Shapiro, to me personally known, who, being by me duly sworn, did say that he is the Landlord under the foregoing Lease and that the foregoing instrument was signed by him as his free act and deed. a Member of Wondora, LLC
Given under my hand and seal of office this 24th day of October, 2001.

My commission expires:

Karen Windt
Notary Public

KAREN WINDT
A Notary Public of New Jersey
My Commission Expires 5-19-04

STATE OF TEXAS

COUNTY OF DALLAS

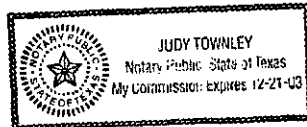
Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared Leslie Sharman and James M. Lyons known to me and known by me to be Vice President and Assistant Secretary, respectively, of TGI FRIDAY'S Inc., a New York corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

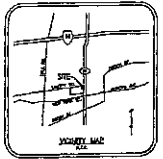
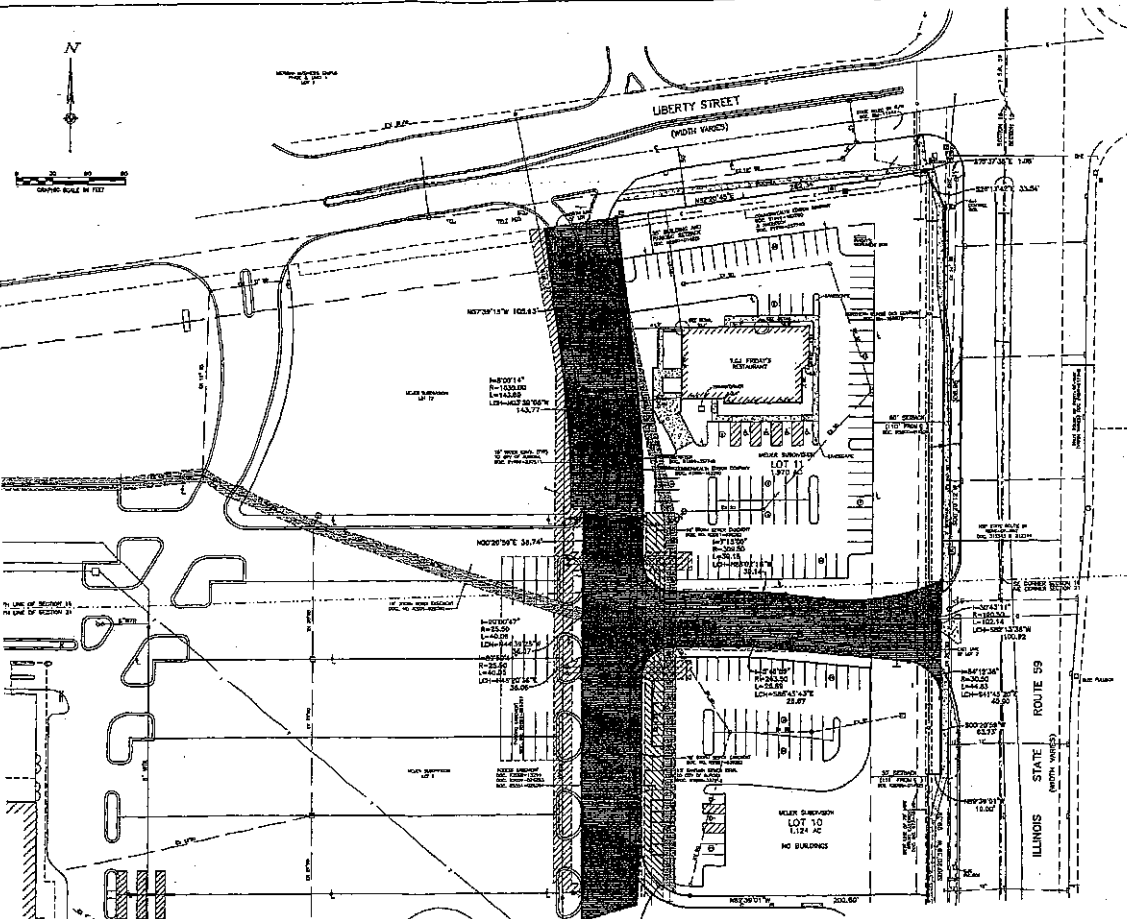
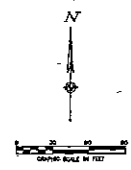
Given under my hand and seal of office this 23 day of October, 2001.

My commission expires:

12-21-03

Judy Townley
Notary Public





PARKING COUNT	
MOBILE	14
STICK	140

LEGAL DESCRIPTION
 LOTS 10 AND 11 IN WATER SUBDIVISION, BEING A PORTION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14 AND THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 10 EAST, RANGE 10 EAST, SECTION 14 AND 15, TOWNSHIP 36 NORTH, RANGE 10 EAST, COUNTY OF JEFFERSON, MISSOURI, AS SHOWN ON PLAT 200-00427, A PLAT OF THE COUNTY RECORDS.

- NOTES**
1. BASE OF RECORDS
 2. The agreement dated between the parties in Exhibit A, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1910, with an amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, and a further amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, is hereby incorporated by reference into this plat.
 3. The agreement dated between the parties in Exhibit B, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1910, with an amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, and a further amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, is hereby incorporated by reference into this plat.
 4. The agreement dated between the parties in Exhibit C, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1910, with an amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, and a further amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, is hereby incorporated by reference into this plat.
 5. The agreement dated between the parties in Exhibit D, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1910, with an amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, and a further amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, is hereby incorporated by reference into this plat.
 6. The agreement dated between the parties in Exhibit E, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1910, with an amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, and a further amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, is hereby incorporated by reference into this plat.
 7. The agreement dated between the parties in Exhibit F, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1910, with an amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, and a further amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, is hereby incorporated by reference into this plat.
 8. The agreement dated between the parties in Exhibit G, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1910, with an amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, and a further amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, is hereby incorporated by reference into this plat.
 9. The agreement dated between the parties in Exhibit H, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1910, with an amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, and a further amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, is hereby incorporated by reference into this plat.
 10. The agreement dated between the parties in Exhibit I, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1910, with an amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, and a further amendment dated 10/10/1911, Chapter 170, Survey of the County of Jefferson, Missouri, dated 10/10/1911, is hereby incorporated by reference into this plat.

CERTIFICATION:
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original records on file in the County Clerk's Office of the County of Jefferson, Missouri, and that the same have been compared with the original records on file in the County Clerk's Office of the County of Jefferson, Missouri, and found to be a true and correct copy of the original records on file in the County Clerk's Office of the County of Jefferson, Missouri.

WOOLPERT LLP
 1201 N. 1st Street, Suite 100, Jefferson, Missouri 64131
 816.481.1234
 www.woolpert.com



NO.	DESCRIPTION	DATE	BY
1
2
3
4

NO.	DESCRIPTION	DATE	BY
1
2
3
4

ALTA/ACSM LAND TITLE SURVEY
 WOODRUFF, L.L.C.
 CONTAINING 3.064 ACRES

EXHIBIT "A"

EXHIBIT "B"

Parcel 1: Lots 10 and 11 in Meijer Subdivision, being a subdivision of part of the Northeast ¼ of Section 21 and the southeast ¼ of Section 16, Township 38 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded January 28, 2000 as document R2000-14525 in Du Page County, Illinois.

TOGETHER WITH

Parcel 2: Non-exclusive easement for the benefit of Parcel 1 as created by Access Easement Declaration recorded January 27, 2000, as document R2000-13296 as supplemented by documents R2001-26283 and R2001-26284 for ingress and egress over parts of Lot 2 in said Meijer Subdivision as described in Exhibit B attached thereto and depicted on Exhibit C attached thereto.

Parcel 3: Non-exclusive Easement for the benefit of Lot 11 in Parcel 1 as created by a Non-Exclusive Parking Agreement recorded February 16, 2001 as Document R2001-26281 for parking over that part of Lot 2 in said Meijer Subdivision described in Exhibit B attached thereto and depicted on Exhibit B attached thereto and depicted on Exhibit C attached thereto.

EXHIBIT "C"
[SUBORDINATION, ATTORMENT AND]
NONDISTURBANCE AGREEMENT

THIS AGREEMENT made as of the _____, day of _____, 1998, by and between _____, a _____ corporation ("Mortgagee"), _____, a _____ ("Landlord") and TGI FRIDAY'S INC., a New York corporation ("Friday's" or "Tenant").

WITNESSETH:

WHEREAS, Mortgagee has made or proposes to make a loan to Landlord in the face amount of _____ DOLLARS (\$ _____) secured or to be secured by, among other things, a mortgage or deed of trust dated or to be dated _____ (the "Mortgage"), which Mortgage created or will create a first lien against the lands and premises described on Attachment A attached hereto and made a part hereof (the "Property"), and

WHEREAS, Landlord, as lessor, and Friday's, as lessee, have entered into a certain lease agreement dated as of _____, 1998 (the "Lease"), covering all or a portion of the Property (such leased area and any improvements located thereon being hereinafter referred to as the "Demised Premises") and subject only to those permitted exceptions as listed on Exhibit D.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

[NOTE: For a Subordination, Attornment and Nondisturbance Agreement among Landlord, Tenant and a Mortgagee, use paragraphs 1-15 next following. For a Nondisturbance Agreement only, delete inapplicable provisions.]

1. Lease Certification. Landlord and Tenant certify that the Lease has been fully executed and is in full force and effect, unmodified and unamended except as may be set forth on Attachment B attached hereto and made a part hereof. Landlord and Tenant further certify that to the best of their knowledge, there are no defaults as of the date hereof under any of the terms of the Lease.

2. Lease Recognition. Mortgagee irrevocably recognized and accepts the Lease and consents to the execution, delivery and performance of the Lease by Landlord and Friday's.

3. Subordination. Subject to the provisions of this Agreement, the Lease and any option to purchase which may be contained therein is subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof, and to each advance made or hereafter to be made thereunder.

4. Attornment. In the event of any foreclosure under the Mortgage, deed in lieu thereof or otherwise, and the resulting succession to the interests of Landlord by Mortgagee or by any purchaser of said interests through foreclosure sale or deed in lieu thereof or otherwise (which Mortgagee or purchaser shall hereinafter be referred to as the "Successor Landlord"), the Successor Landlord shall be bound to Friday's under the terms and conditions of the Lease, and Friday's shall attorn to and shall be bound to Successor Landlord under all of the terms and conditions in the Lease,

EXHIBIT C

for the balance of the term plus any extension or extensions thereof; said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Successor Landlord succeeding to the interest of the lessor under the Lease; provided, however, that Friday's shall be under no obligation to pay rent to Successor Landlord until Friday's receives written notice from Successor Landlord that it has succeeded to the interest of the lessor under the Lease. Any purchaser taking title to the Demised Premises and/or Common Areas of the Property by reason of foreclosure, deed in lieu thereof or otherwise shall take title subject to the provisions of this Agreement.

5. Non-Disturbance. In the event of any foreclosure under the Mortgage, deed in lieu thereof or other action thereunder, if Landlord shall not have declared a default which is then continuing beyond the period allowed Friday's for cure under the Lease: (a) any Successor Landlord shall acquire and accept the Demised Premises and/or Common Areas of the Property subject to the Lease; (b) the Lease and the rights of Friday's thereunder shall not be affected or disturbed, but shall continue in full force and effect as a direct lease between the Successor Landlord and Friday's; (c) Friday's shall be entitled to lawful, quiet and peaceful possession and occupation of the Demised Premises and shall enjoy, subject to the provisions of the Lease, all of the rights therein granted without any hindrance, ejection, molestation or interference by any person; and (d) Friday's shall not be named as a party in any proceedings which may be instituted in connection with the Mortgage.

6. Liability. Upon Successor Landlord's succession to the interest of the lessor under the Lease, Friday's shall thereafter have the same remedies against Successor Landlord for breach of the Lease that Friday's might have had against Landlord if Successor Landlord had not succeeded to the interest of lessor provided however, in no event shall Successor Landlord (a) be liable to Friday's for any damages arising against Landlord, or (b) be bound by any rent which Friday's might have paid to Landlord for more than the current month, or (c) be bound by any substantive amendment or modification of the Lease made after the date hereof without Mortgagee's consent (which consent shall not be unreasonably withheld or delayed).

7. Damage: Cure. Friday's agrees that it will give prompt written notice to Landlord and the Mortgagee of any material casualty damage to the Demised Premises, and further agrees that it will give prompt written notice to Mortgagee of any default on the part of Landlord declared by Friday's under the Lease. Mortgagee shall be provided a concurrent (within the time to cure provided to Landlord after notice to Landlord under the Lease) opportunity to cure such default prior to the exercise by Tenant of any of its rights as to such default under the Lease, it being agreed that the correction of any such default by Mortgagee shall have the same effect and be treated as a correction by the Landlord.

8. Friday's Fixtures. The Mortgage shall not cover, nor shall the lien thereof extend to, Friday's leasehold interest in the Lease or Friday's Fixtures and Equipment (defined in the Lease to include Friday's chandeliers, lamps, stained glass, leaded glass, marble tops, art objects, stoves, refrigerators, bars, walk-in cold storage boxes, restaurant and office equipment, softwares and other personal property whether or not affixed to the Demised Premises).

EXHIBIT C

9. Restoration Proceeds. The holder of the Mortgage shall permit proceeds received by Friday's or Landlord from insurance, eminent domain, condemnation and the like and relating to the Demised Premises to be used as required by the provisions of the Lease.

10. Estoppel Certificate. Friday's agrees at any time and from time to time to execute, acknowledge and deliver to Landlord, to Mortgagee or to any third party designated by Landlord or by Mortgagee, within thirty (30) days following Landlord's or Mortgagee's written request therefor, a statement in writing certifying whether the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Friday's alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Lease or the Demised Premises which Landlord or Mortgagee or said third party may reasonably request. Landlord and Mortgagee agree to provide similar statements to Friday's upon request therefor.

11. Amendment. No amendment or modification of this Agreement shall be valid or binding unless in writing, signed by the party or parties to be bound thereby. No amendment or modification of the Lease after the date hereof shall be binding against Mortgagee unless in writing and approved in writing by Mortgagee, which approval shall not be unreasonably withheld or delayed.

12. Notice. Whenever and wherever in this Agreement, the Lease, the Mortgage or in any proceedings involving the foreclosure or attempt to foreclose pursuant to the Mortgage, it shall be required or permitted that notice, request or demand be given or served by any party, such notice, request or demand shall be in writing and be deemed to have been given or served upon receipt or refusal of receipt after being mailed, postage prepaid, by certified, registered or express mail, return receipt requested, or when delivered in person and addressed as follows:

To Landlord: _____

with a copy to: _____

Attn: _____

To Friday's: TGI FRIDAY'S INC.
7540 LBJ Freeway, Suite 100
P.O. Box 809062
Dallas, Texas 75380
Attn: General Counsel

To Mortgagee: _____

or to such other addresses as may hereafter be designated by any party not less than thirty (30) days in advance by proper notice to the others.

13. Successors. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

EXHIBIT C

14. Execution. This Agreement shall be void and of no force or effect unless an original is fully executed by Landlord and Mortgagee and returned to Tenant within forty-five (45) days of the day first above written. The provisions of this Paragraph 14 may be waived by Friday's in its sole discretion.

15. Construction. This Agreement shall be construed without reference to titles of paragraphs, which titles are inserted for convenient reference only.

[NOTE: For an Owner's Nondisturbance Agreement, in the event Landlord does not own the Development, use paragraphs 1-5 next following. Revise language as appropriate for a Nondisturbance Agreement from a sublessor or other superior lien or.]

1. Owner irrevocably recognizes and accepts the Sublease and consents to the execution, delivery and performance of the Sublease by Developer and Friday's.

2. So long as Developer shall not have declared a default by Friday's under the Sublease which is continuing beyond the period allowed Friday's to cure under the Sublease.

(a) Owner shall not take any action under the Ground Lease or otherwise which would contravene the rights of Friday's or its successors, permitted assigns and/or sublessees under the Sublease,

(b) if the Ground Lease shall terminate, or Developer shall default under the terms of the Ground Lease and Owner shall reenter into possession of the Demised Premises an/or any Common Areas of the Property, Owner's possession of the Demised Premises shall be subject to the Sublease and Owner shall assume all obligations of Developer under the Sublease,

(c) the Sublease and Friday's rights thereunder shall not be disturbed, but shall continue in full force and effect, and

(d) Friday's shall be entitled to lawful, quiet and peaceful possession and occupation of the Demised Premises and shall enjoy, subject to the provisions of the Sublease, all of the rights therein granted without any let, hindrance, ejection, molestation or interference by any person.

3. If Owner shall terminate the Ground Lease or reenter into possession of the Demised Premises, Friday's will recognize Owner as its landlord under the terms of the Sublease, provided that Owner, during the period in which it shall be in possession of the Demised Premises, and thereafter its successor in interest, shall comply with the terms of the Sublease and assume all of the obligations of Developer thereunder.

4. If any conflict exists between the Ground Lease and Sublease, the terms of the Sublease shall control as to the Property. Although Friday's shall remain liable in accordance with the terms of the Sublease, Friday's shall have no liability on or under the Ground Lease.

EXHIBIT C

5. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

LANDLORD:

ATTEST (or Witness):

(Seal)

By: _____

MORTGAGEE:

ATTEST (or Witness):

(Seal)

By: _____

TENANT:

TGI FRIDAY'S INC.

ATTEST:

By: _____
Assistant Secretary

By: _____
Vice President

STATE OF _____

COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, on this date personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the Landlord under the foregoing Lease and that the foregoing instrument was signed by him as his free act and deed.

Given under my hand and seal of office this _____ day of _____, 2001.

Notary Public

My commission expires:

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared _____ and _____, known to me and known by me to be Vice President and Assistant Secretary, respectively, of TGI FRIDAY'S Inc., a New York corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

Given under my hand and seal of office this _____ day of _____, 2001.

Notary Public

My commission expires:

EXHIBIT C

EXHIBIT "D"

1. Public Utility Easement and Temporary Construction Easement in favor of Northern Illinois Gas Company as set forth in the Grant dated July 18, 1994, and recorded October 3, 1994 as Document R94-198878 over the following described property:

Permanent easement affects the east five (5) feet of that part of the land lying south of the north 700 feet.

2. Public Utility Easement in favor of the City of Naperville as set forth in the Grant recorded July 25, 1973, as Document R73-45918, for the construction and maintenance of the City of Naperville's overhead transmission line and underground cable.

(Affects the easterly twenty (20) feet of the land.)

3. Terms and conditions and provisions contained in an Annexation Agreement attached to Ordinance 098-17 recorded August 7, 1998, as Document R98-159775 relating to the development of the land and fees and charges in connection therewith.

4. Terms and conditions and provisions contained in Resolution R95-287 setting forth recapture fees for the Liberty Street watermain as disclosed by Annexation Agreement recorded August 7, 1998, as Document R98-159775.

5. Grant of Easement recorded August 23, 1999 as Document R1999-183260 and as shown on plat of Meijer Subdivision, aforesaid, in favor of the Commonwealth Edison Company in, over, under, across, along and upon ten (10) foot foot strips of land more particularly depicted on Exhibit C attached thereto.

(Affects the north line of Lot 11 in Parcel 1 and parts of Parcel 2.)

6. Declaration of Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons), relating to use of the land and temporary development restrictions contained in the document recorded February 11, 2000 as Document No. R2000-21013 which does not contain a reversionary or forfeiture clause.

7. Non-Exclusive water line easement recorded November 2, 1999 as document R1999-237511 and as shown on plat of Meijer Subdivision, aforesaid, in favor of the City of Aurora, Illinois.

(See document for exact locations.)

(Affects Parcels 1 and 2)

8. Non-Exclusive Sanitary Sewer Line Easement recorded November 12, 1999, as Document R1999-237512, as shown on Plat of Meijer Subdivision, aforesaid, in favor of the City of Aurora, Illinois.

(Affects the westerly line of Lots 10 and 11 in Parcel 1 and parts of Parcel 2.)

9. Terms, conditions and provisions contained in an Access Easement recorded January 27, 2000, as Document R2000-13296 as amended by Documents R2001-26283 and R2001-26284, providing annual maintenance fees of the Access Easement.
- (Affects Parcels 1 and 2)
10. Grant of Easement recorded December 14, 1999 as Document R1999-257740 in favor of Ameritech in, over, under, across, along and upon 10-foot foot strips of land more particularly depicted on Exhibit B attached thereto.
- (Affects the north line of Lot 11 in Parcel 1 and parts of Parcel 2)
11. Building line as shown on plat of Meijer Subdivision, aforesaid, as follows:
- 60 feet along the north 63.73 feet of the east line and 50 feet along the south 99.39 feet of the east line of Lot 10
60 feet along the east line and 35 feet along the northerly line of Lot 11
12. Note contained on the plat of Meijer Subdivision, aforesaid, as follows:
- Access to Illinois State Route 59 shall be noted on this Plat. There shall be one (1) full movement access for Lot 2 and 2 right in/right out accesses for Lot 2 (One between Lots 10 and 11, and one between Lots 7 and 8). No other accesses to Illinois State Route 59 shall be permitted for Lots 2,7, 8, 9, 10 and 11.
13. The Plat of Meijer Subdivision recorded as Document Number R1999-14525 includes a certification by the surveyor that the land is located within the limits of a 100-year flood plain as identified by the Federal Emergency Management Agency.
14. Rights of the adjoining owner or owners to the concurrent use of the easement described as Parcels 2 and 3.
15. Terms, conditions and provisions contained in a Non-Exclusive Parking Easement Agreement recorded February 16, 2001, as Document R2001-26281 made by and between Meijer Stores Limited Partnership and TGI Friday's Inc. relating to a parking easement to be located on Lot 2 in Meijer Subdivision for the benefit of Lot 11 and fees in connection with the maintenance of said easement.
16. Declaration of Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons), relating to use of the land and temporary development restrictions contained in the document recorded February 16, 2001, as Document No. R2001-26279 which does not contain a reversionary or forfeiture clause.
- (Affects Lot 11)
17. Declaration of Restrictions (but omitting any such covenant or restriction based on race color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating to use of the land and temporary development restrictions contained in the document recorded

February 16, 2001, as Document No. R2001-26278 which does not contain a reversionary or forfeiture clause.

(Affects Lot 10)

18. Terms and conditions and provisions contained in a Non-Exclusive Utility Easement Agreement recorded February 16, 2001, as Document R2001-26282 wherein a utility easement has ranted to Meijer Stores Limited Partnership over, across and under those portions of Lots 10 and 11 described in Exhibit B attached thereto and depicted on Exhibit C attached thereto.

(Affects a ten foot strip in the westerly portions of Lots 10 and 11)

19. Rights of the public to the use of the sidewalk along the east line of the land.

(Affects Lot 11)

20. Terms and conditions and provisions contained in a Non-Exclusive Storm Water Drainage and Detention Pond Easement Agreement recorded February 16, 2001, as Document R2001-26280 granting a perpetual, non-exclusive, underground easement across and under the land described on Exhibit B attached thereto and located approximately as shown on Exhibit C attached thereto and which provides for reimbursement to Meijer of 5% of any costs associated with the maintenance of the system.

21. Taxes for the year 2001 and subsequent years, not yet due and payable.

22. Terms of that certain ALTA/ACSM Land Title Survey dated September 14, 2001 under Contract 59479, and prepared by Paul MacCallum I.P.L.S. No. 035-3123.

EXHIBIT "E"

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated as of this ___ day of _____, 2001, and executed between _____, a _____ ("Landlord"), and TGI FRIDAY'S INC., a New York corporation ("Tenant").

WITNESSETH That;

In consideration of the mutual covenants and agreements set forth in a certain lease agreement dated the _____ day of _____, 19____ (the "Lease"), by and between Landlord and Tenant, Landlord has leased to Tenant, and Tenant has leased from Landlord approximately _____ square feet of enclosed gross leasable area and a patio of approximately _____ square feet, as described in Exhibit A attached hereto and made a part hereof (the "Demised Premises"). The Demised Premises is located in the _____ (the "Development"), which is legally described in Exhibit B attached hereto and made part hereof. The Development is located in the City of _____, County of _____, State of _____. The Lease is for a term of ten (10) years following the Commencement Date (as defined in the Lease), with options to extend the term for _____ additional terms of _____ years each. Section 2.03 of the Lease sets forth certain rights of Tenant and certain requirements and restrictions for the parking areas and other common areas within the Development; Section 7.02 of the Lease sets forth certain restrictions on use of the Development; and Section 2.08 of the Lease sets forth certain conditions to Tenant's obligations under the Lease.

This Memorandum of Lease is executed for the purpose of giving notice of the existence of the Lease and that certain terms thereof encumber the Development. Such Lease includes provisions containing covenants and obligations similar to those commonly found in other leases, including, but not limited to provisions regarding insurance coverage, parking, maintenance and signs. Reference should be made to the Lease (and any amendments thereto that may be entered into) for the full description of the rights and duties of Landlord and Tenant, and this Memorandum of Lease shall in no way affect the terms and conditions of the Lease or the interpretation of the rights and duties of Landlord and Tenant thereunder.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed the day and year first above written.

LANDLORD:

Attest or witnessed by:

By: _____

Its: _____

TENANT:
TGI FRIDAY'S INC.

Attest:

Assistant Secretary

By: _____
Vice President

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me and known by me to be the _____ of _____ and acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of said _____.

Given under my hand and seal of office this ____ day of _____, 2001.

Notary Public

My commission expires:

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known to me and known by me to be Vice President and Assistant Secretary, respectively, of TGI FRIDAY'S INC., and acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, 2001.

Notary Public

My commission expires:

statutes or ordinances promulgated by any federal, state or local governing body or agency and relating to the environmental condition of the Demised Premises.

Section 16.20. Date of Lease. All references to the "date of this Lease," the "date hereof," the "date upon which this Lease is fully executed" and the like shall be deemed to be the last date on which this lease shall be executed by Landlord and by Tenant.

(END OF ARTICLE XVI)

EXECUTED by Landlord:
_____, 2001

LANDLORD:
WONDORA, LLC
By: _____

EXECUTED by Tenant:
_____, 2001

TENANT:
TGI FRIDAY'S INC.
By: Lestie Sharma
Lestie Sharma, Sr. Vice President

ATTEST
James M. Lyons
Assistant Secretary

STATE OF _____
COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, on this date personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Landlord under the foregoing Lease and that the foregoing instrument was signed by him as his free act and deed.

Given under my hand and seal of office this _____ day of _____, 2001.

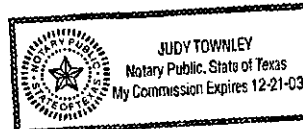
My commission expires: _____
Notary Public

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared Lestie Sharma and James M. Lyons known to me and known by me to be Vice President and Assistant Secretary, respectively, of TGI FRIDAY'S Inc., a New York corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

Given under my hand and seal of office this 22 day of October, 2001.

My commission expires:
12-21-03
Judy Townley
Notary Public



INTERIM MANAGEMENT AGREEMENT

THIS INTERIM MANAGEMENT AGREEMENT (“Agreement”) is made as of this ___ day of June, 2015, by and between TGI Friday’s Inc., a New York corporation d/b/a TGI Friday’s (the “Manager”), and Central Florida Restaurants, Inc., a California corporation, or its Assignee (“CFR”).

RECITALS:

- A. The Manager holds a City of Aurora Liquor – E Restaurant Municipal License issued by the Local Liquor Control Commissioner (the “LLCC”), a Food Service Permit issued by the DuPage County Health Department (the “DCHD”) and a State of Illinois Retail Liquor License issued by the Illinois Liquor Control Commission (the “ILCC”) (collectively, the “Licenses”) which Licenses have been utilized by the Manager in the operation of a hospitality business (the “Business”) under the name and style of “TGI Friday’s” at the leased premises commonly known as 888 North State Route 59, Aurora, Illinois 60504 (the “Premises”). Simultaneously with their execution of this Agreement, Manager and CFR have entered or are entering into that certain TGI Fridays™ Restaurant Franchise Agreement (the “Franchise Agreement”) by and between Manager and CFR with respect to the Business and Premises.

- B. Until such time as CFR shall be able to obtain from the LLCC, the DCHD and the ILCC approval of CFR’s applications for new licenses, including without limitation a City of Aurora Liquor – E Restaurant Municipal License issued by the LLCC, a Food Service Permit issued by the DCHD and a State of Illinois Retail Liquor License issued by the ILCC (collectively the “New Licenses”) or until this Agreement is terminated for any reason listed herein, Manager has agreed to provide CFR with certain services with regard to beverage alcohol sales, service and operations within the Premises (the “Beverage Alcohol Operations”), subject to the terms and conditions contained herein.

- C. CFR shall submit its application (“New Applications”) for the New Licenses as described herein, and this Agreement shall govern the relationship between the Manager and CFR until such time as the New Applications are approved. CFR will use commercially reasonable diligence to complete the New Applications, including task force approvals, and to then obtain a State of Illinois Retail Liquor License. Upon request from Manager, CFR will promptly provide an update on the New Applications’ status through its counsel. If the New Applications are disapproved, CFR will have one (1) year from the date of this Agreement to (i) complete an appeal of the denial, and (ii) if the appeal is denied, close on the sale of the Business to a third party and terminate this

Agreement. CFR will use commercially reasonable diligence to complete any applicable appeal and/or sale of its business and assets to a third party. Notwithstanding the foregoing, if for any reason outside of the control of the parties, CFR has not obtained the New Licenses within one (1) year from the date of this Agreement, this Agreement will be extended an additional ninety (90) days so long as CFR continues to make a good-faith effort to obtain the New Licenses.

D. The parties shall disclose this Agreement to the LLCC.

NOW, THEREFORE, in consideration of the foregoing recitals that are fully incorporated into this Agreement, and for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

AGREEMENTS:

ARTICLE I MANAGEMENT

1.1 Appointment. Upon the closing of that certain Asset Purchase Agreement (the "APA") between Manager and CFR, and further upon notice within the terms of this Agreement to the Manager from CFR of the election to effectuate the terms of this Agreement, Manager shall be the interim manager of Beverage Alcohol Operations pursuant to the terms and conditions of this Agreement. Manager shall conduct the Beverage Alcohol Operations within the Premises. This Agreement shall have no effectiveness prior to the closing of the transaction listed above.

1.2. Control over Alcoholic Beverages; Inventory; Operations. During the term of this Agreement, control of the inventory of alcoholic beverages (including wine, spirits and beer, the "Alcoholic Beverage Inventory") on hand at the Premises shall be retained by the Manager. At the end of the Term (as hereafter defined), provided CFR has obtained approval of the New Applications, the Manager shall be deemed to have assigned to CFR (in the case of New Applications approval), for no additional charge, but without warranty, all of its control, and any and all right, title, and interest in and to so much Alcoholic Beverage Inventory as may be on hand at the Premises as of the last day of the "Term" (as hereinafter defined in Section 1.5). Subject to the terms and conditions of this Agreement, Manager grants CFR, at CFR's sole cost and expense, the authority to make all purchases necessary and/or desirable for the Beverage Alcohol Operations on behalf of the Business, provided, however, that all beverage alcohol purchases shall be made, if necessary, by or at the direction of the Manager pursuant to the Manager's Licenses. In addition, at any time, and from time to time, at CFR's request, and at CFR's sole expense, the Manager shall provide, order, and keep restocked in a timely manner all inventory of alcoholic beverages necessary or desirable to conduct Beverage Alcohol Operations, in a manner generally consistent with past operating practices. CFR shall bear all risk of loss, breakage, or pilferage with respect to the Alcoholic Beverage Inventory.

CFR shall employ any and all employees. Manager shall not, under any circumstances, be liable for the wages or other compensation of any personnel retained by CFR and utilized in the operation of the Business during the term of this Agreement. CFR shall be responsible for and have sole control of (a) paying all salaries, wages, and other compensation or benefits, including, without limitation, prorated vacation pay, social security taxes, federal and state disability insurance, workers' compensation insurance, unemployment insurance, medical and life insurance and pension plan contributions, which are attributable to CFR's employment of the Business's employees under this Agreement and CFR's operation of the Business; (b) determining the hours of operation and establishing a drink menu, including prices, for the Business and engaging in effective promotion of the Business as CFR deems appropriate; (c) maintaining appropriate inventories of materials, supplies and equipment, necessary to operate the Business; (d) submitting to Manager, within a reasonable amount of time in advance of the filing deadline, the data and funds necessary for Manager to accurately prepare, sign and file all required sales tax and other returns and reports in accordance with Section 1.3(g) below; (e) preparing and signing as necessary, checks drawn on the Manager's demand deposit account (as established pursuant to subsection (h) below) to pay for all food, beverage, taxes, supplies, materials, insurance premiums, fees, equipment and other operational expenses incurred during the term of this Agreement in operating the Business, and promptly forwarding said checks to the appropriate payees, as applicable; (f) maintaining complete and accurate books and records of the income, expenses and operations of the Business; (g) diligently supervising the Business and complying with all requirements of all licenses, including liquor, and including controlling ingress and egress so as to prevent the removal of alcoholic beverages from the Premises and to prevent the sale of alcoholic beverages to persons under the "Minimum Legal Drinking Age" (as defined by State Law), and denying entry into the Premises by any underage individuals; and (h) establishing with Manager, and thereafter maintaining, a demand deposit account at a bank of CFR's choice in the name of Manager and with both the Manager and CFR as signatories, subject to any limitations or conditions in CFR's sole discretion.

Notwithstanding anything to the contrary contained above, Manager is not assuming any of the duties or liabilities of CFR and shall not be obligated or liable for any of the expenses, liabilities or debts of CFR.

1.3 Manager's Additional Duties. Without limitation, the Manager agrees, during the term of this Agreement, to: (a) maintain the Manager's good standing as a New York corporation; (b) utilize commercially reasonable efforts to obtain, maintain and/or renew all of the Licenses and/or permits held by the Manager and necessary for CFR to operate the Business; (c) assist in maintaining all dram shop insurance and other insurance coverage in conformity with any and all applicable laws, statutes, rules and/or regulations; (d) timely purchase from only Illinois licensed distributors, the necessary inventory of alcoholic beverages, including type, class, vintage and brand name, as reasonably recommended and requested by CFR to operate an upscale establishment; (e) timely and in conformity with the Illinois Liquor Control Act, cause payment for all such purchases to the proper licensed distributors to the extent CFR provides payment to the Manager for such purchases; (f) cooperate with CFR, pursuant to Section 1.2(h),

to establish and thereafter maintain, a new demand deposit account with both CFR and Manager as signatories; (g) on a timely basis, sign and file with any and all appropriate authorities, along with any and all appropriate payments, which CFR shall fund and which Manager may pre-pay at its discretion to the extent a pre-payment option is available, all necessary sales tax and other returns and reports (proof of which filing and payment shall be provided to the CFR upon CFR's request therefore); and (h) fully cooperate with CFR in discharging its duties under this Agreement.

1.4 Manager's Statement. Upon the request of CFR, Manager shall reasonably cooperate with CFR in completing and filing, at CFR's sole cost and expense, a Manager's Statement with the LLCC registering CFR and a person or persons designated by CFR as the owner and/or as a general manager of the Business (including the Beverage Alcohol Operations) at the Premises.

1.5 Term. Unless terminated sooner under another provision of this Agreement, the term of this Agreement (the "Term") shall commence as provided in this Agreement, and terminate on: (a) the date CFR has delivered a written notice to the Manager electing to terminate this Agreement; (b) the date on which the New Applications are approved by the LLCC, the DCHD and the ILCC; (c) upon default of any obligation herein by CFR; or (d) on the one (1) year anniversary date of the Agreement going into effect. Notwithstanding the foregoing, if for any reason outside of the control of the parties, CFR has not obtained the New Licenses within one (1) year from the date of this Agreement, this Agreement will be extended an additional ninety (90) days so long as CFR continues to make a good-faith effort to obtain the New Licenses.

ARTICLE II REVENUE AND EXPENSES

2.1 Revenues. All gross revenue and receipts derived from management of the Beverage Alcohol Operations ("Beverage Alcohol Revenues") are the exclusive property of CFR, and CFR shall deposit the Beverage Alcohol Revenues into the demand deposit account established pursuant to Section 1.2(h). During the term of this Agreement the Manager shall not be entitled to any payment from CFR other than for reimbursements, taxes, any obligations incurred by Manager due to the existence of this Agreement or their responsibilities hereunder, and any other payments as are specifically set forth in this Agreement.

2.2 Beverage Alcohol Operations Expenses. Upon the request of CFR, the Manager shall pay, at the expense of CFR, all expenses of the Beverage Alcohol Operations. Manager shall not be responsible for any expenses arising from or relating to the Beverage Alcohol Operations. CFR and Manager agree to fully cooperate with each other to assure the timely preparation and filing, at CFR's sole cost and expense, of any and all tax returns associated with the Beverage Alcohol Operations, and the timely payment of taxes due pursuant thereto.

2.3 Manager Expenses. Manager shall be promptly reimbursed out of any of CFR's revenues for any and all costs and expenses they may incur with respect to Beverage Alcohol Operations or this Agreement. Manager shall have no obligation to advance or supply any funds under any circumstances related to this Agreement or the Business. All costs and expenses with respect to Beverage Alcohol Operations and this Agreement shall be advanced by CFR and paid solely by the Manager.

ARTICLE III

ADDITIONAL OBLIGATIONS OF MANAGER

3.1 Records. CFR, with Manager's full cooperation, shall maintain or cause to be maintained full and adequate books of account and other records reflecting the operation of the Beverage Alcohol Operations, which it shall make available to Manager for inspection at Manager's request. Manager shall fully cooperate with CFR in CFR's efforts to keep full and adequate books of account and other records reflecting the results of the Beverage Alcohol Operations.

3.2 Additional Obligations: Without limitation, the Manager agrees, at CFR's expense, provided that the expense is not unreasonably caused by the Manager to: (i) utilize commercially reasonable efforts to obtain, maintain and/or renew the Licenses and any and all other licenses and/or permits necessary to operate the Business which efforts shall, without limitation, include signing any and all liquor license renewal forms and related documentation, removing or causing the removal, at CFR's sole cost and expense, any and all "holds" on the renewal of any such licenses, and personally appearing or through counsel at the LLCC, the DCHD, the ILCC and/or any other City of Aurora or State of Illinois department or agency, if reasonably required in order to renew any of the Manager's Licenses or to answer any charges, questions or investigations relative to any of the existing Licenses; (ii) fully cooperate with CFR's efforts to maintain all dram shop insurance and other insurance coverage in conformity with any and all applicable laws, statutes, rules and/or regulations; (iii) promptly cooperate with CFR in the completion, filing and prosecution to completion any and all of the applications it files with respect to the Licenses and the New Applications; (iv) not take any actions to hinder, revoke or withdraw any of the Licenses or any license of the Business.

ARTICLE IV

INSURANCE

4.1 Maintenance of Insurance.

(a) During the Term of this Agreement, CFR agrees to maintain, with a company reasonably satisfactory to Manager, at the cost and expense of CFR, a policy of commercial general liability insurance, including liquor liability coverage, that complies with all requirements under the Franchise Agreement, as well as all applicable laws and ordinances, and names the Manager as an additional named insured. Notwithstanding the foregoing, for purposes of this Agreement only, the references to \$10,000,000 in Section 15.B.(1) of the Franchise

Agreement shall be deemed to instead be references to \$27,000,000. A Certificate evidencing the coverage described herein shall be delivered to Manager prior to the commencement of the Term. CFR must immediately notify Manager of any failure to pay for any insurance premiums and CFR's failure to do so shall be an immediate default under the terms of this Agreement.

(b) The policies of insurance maintained by CFR shall only be cancelable following at least thirty (30) days written notice to Manager and shall be specifically endorsed to provide that the coverages shall be primary and that the insurance carried by Manager shall be excess and non-contributory.

4.2 Waiver of Subrogation. CFR waives any claim against Manager for any liability, cost, or expense (including attorney's fees and disbursements) arising out of any insured claim, in part or in full of any nature whatsoever. To the extent it does not prevent it from obtaining coverage on commercially reasonable terms, CFR shall cause all policies of insurance maintained pursuant to the terms hereof to provide that the insurance company will have no right to subrogation against Manager or any of Manager's agents or employees or affiliates.

4.3 Waiver and Indemnity.

(a) Manager shall not, in the performance of this Agreement or in its dealings with third parties on behalf of CFR, be liable to CFR due to any act or omissions, negligent, tortious or otherwise, of any agent or employee of CFR; nor shall Manager, in the performance of this Agreement, be liable to CFR due to any act or omission of Manager, unless such act or omission constitutes gross negligence or willful misconduct of Manager (except for acts or omissions contemplated by this Agreement), and the damages resulting therefrom are not covered by insurance. Notwithstanding the foregoing, Manager shall be responsible to CFR for the reasonable performance of the services and duties to be rendered by Manager under this Agreement, and Manager shall not be liable to CFR for errors whether of commission or omission in the exercise of its business judgment as long as it is an act in good faith and does not involve engaging in willful misconduct or gross negligence. CFR shall indemnify, defend, and hold Manager harmless from any and all liabilities, damages, penalties, fines, judgments, assessments, or claims, including attorneys' fees and costs ("Losses") incurred by Manager in connection with this Agreement or the Beverage Alcohol Operations from and after the date hereof, including any such Losses caused by the negligence of CFR, except for any such Losses caused by the gross negligence or willful misconduct by Manager (other than for acts or omissions contemplated by this Agreement).

(b) The parties agree that upon discovery by either party of facts giving rise to a claim for indemnity under the provisions of this Agreement ("Claim"), including receipt of notice of any demand, assertion, claim, action or proceeding, judicial or otherwise by any third party, that a party to this Agreement will give prompt notice thereof in writing to the other party. Upon receipt of such notice, such party shall make written demand for indemnification under this Agreement.

(c) CFR shall at its sole cost and expense contest and defend by all appropriate legal proceedings any Claim with respect to which it is called upon to indemnify Manager or any of the parties described in this Section 4 under the provisions of this Agreement. Such contest shall be conducted by attorneys reasonably approved of by Manager. CFR further acknowledges its full financial responsibility for the operation of Beverage Alcohol Operations at the Premises, and agrees that CFR shall pay to Manager or any of the parties described in this Section 4 the amount of any damages to which Manager or any such parties may become entitled by reason of the provisions of this Agreement, such payment to be made within thirty (30) days after any such amount of damages is finally determined either by mutual agreement of the parties hereto or otherwise pursuant to this Agreement.

4.4 Independent Contractor. The parties acknowledge and agree that Manager is acting simply as the manager on behalf of CFR and is therefore acting as an independent contractor to provide the services set forth in this Agreement. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or joint venture or of any other association between CFR and Manager other than as manager and CFR in accordance with the terms of this Agreement, and neither the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between CFR and Manager other than the relationship of CFR and Manager within the scope of this Agreement. Without limitation, the parties hereto are not partners or joint venturers, and nothing contained herein shall be construed so as to make them such or to render either liable for any of the debts or obligations of the other.

ARTICLE V

EVENTS OF DEFAULT; TERMINATION

5.1 Events of Default. An “Event of Default” under this Agreement shall arise if either party fails fully to remedy any breach of its obligations under this Agreement within ten (10) days (or such longer time as the other party may in writing allow), after receipt of written notice from the other party specifying one or more of such breaches of this Agreement;

5.2 Remedies. Upon an Event of Default, every right and remedy of the non-defaulting party shall be cumulative and the non-defaulting party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

ARTICLE VI

MISCELLANEOUS

6.1 Notices. All notices required or desired to be given under this Agreement must be in writing and delivered by (i) personal delivery, (ii) overnight courier, (iii) certified or registered mail, postage prepaid, return receipt requested, (iv) facsimile with evidence of successful transmission, or (v) electronic mail, with a proof of delivery receipt, and each of the foregoing

6.4 No Waiver. The waiver by any party of the breach of any of the terms and conditions of, or any right under, this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition or of any similar right. No such waiver shall be binding or effective unless expressed in writing and signed by the party giving such waiver.

6.5 Interpretation. The Recitals set forth above are incorporated herein by this reference thereto. The provisions of this Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it was initially drafted by counsel to one of the parties, it being acknowledged that each party was advised by independent counsel with an opportunity to review and comment upon each provision thereof.

6.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of one another. Subject only to the right to enforce any arbitration award as provided for in this Section, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE BREACH THEREOF SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY EITHER JAMS/ENDISPUTE OR ADR, IN CHICAGO, ILLINOIS UNDER THEIR RESPECTIVE COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT LOCATED IN CHICAGO, ILLINOIS OR IN ANY OTHER COURT HAVING JURISDICTION THEREOF. A party may enforce any arbitration award, including an award of damages, in any court having jurisdiction. In addition to any other right or remedy, the prevailing party (as determined by the arbitrator or court) in any arbitration, litigation or other proceeding arising under this Agreement shall recover its reasonable attorneys' fees and costs from the other party or parties, including the costs of collection proceedings.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.8 Expenses. Except as otherwise provided hereinabove, the parties shall each bear their own respective expenses (including, but not limited to, all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and consummation of the transactions contemplated hereby.

6.9 [Intentionally Omitted].

6.10 Partial Invalidity. If any of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and non-appealable order, decree, or judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted, if the economic basis of this Agreement

is not hereby altered.

6.11 Assignment. This Agreement may not be assigned by Manager without the prior written consent of Manager, which shall not be unreasonably withheld. CFR may assign this Agreement to an affiliate without the consent of the Manager.

6.12 Confidentiality. The parties to this Agreement shall each maintain as strictly confidential the content of this Agreement, and shall not disclose such information to any third-party; provided that a party may disclose such material or information to its advisors and to third-party professionals retained or consulted by said party or its advisors in connection with the transaction contemplated hereunder so long as such advisors and third-parties agree to maintain such material and information as confidential and not to disclose such material and information. No party will make public this Agreement or any portion thereof, or make any public disclosure of the specific terms of this Agreement, except as required by law. If such publication or disclosure is arguably or allegedly required by law, but an exemption from such requirement may be available, the party seeking to make such publication or disclosure shall use all reasonable efforts to obtain such exemption or otherwise avoid the necessity of such publication or disclosure, and shall in no event make such publication or disclosure without first notifying all other parties to this letter at least three (3) business days in advance. In the event the transactions contemplated herein are not consummated, each party shall promptly return to the other party all information, documents, and other items received from such other party in connection herewith. The provisions of this Section of the Agreement shall, without limitation, survive the termination of this Agreement. The foregoing notwithstanding, the parties agree and acknowledge that a copy of this Agreement may, in CFR's reasonable discretion, be disclosed to the licensing authorities in conjunction with its efforts to obtain approval of the Application, and as such may, without limitation, be disclosed to the LLCC, the DCHD, the ILCC, and various other City of Aurora and State of Illinois departments and agencies, and that in the event the LLCC, the DCHD or the ILCC shall not approve any such Application or shall not render a decision within a reasonable time, that this Agreement may be disclosed by CFR to agencies and courts of competent jurisdiction, in an effort to obtain approval of the Application.

6.13 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any discussions, offers, proposals, agreements or promises with respect thereto.

{signatures on following page}

IN WITNESS WHEREOF, Manager and CFR have duly executed this Agreement as of the day and year first written above.

Manager:

CFR:

TGI Friday's Inc., a New York corporation

Central Florida Restaurants, Inc., a
California corporation

By: *Matthew M. Keefe*
Name: *Matthew M. Keefe*
Title: *Vice President*

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Manager and CFR have duly executed this Agreement as of the day and year first written above.

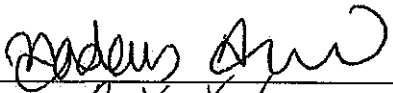
Manager:

CFR:

TGI Friday's Inc., a New York corporation

Central Florida Restaurants, Inc., a
California corporation

By: _____
Name: _____
Title: _____

By: 
Name: Anil Yadav
Title: President

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE ("**Assignment**") is entered into as of this 16th day of June, 2015, and shall be effective as of the Effective Date, by and between TGI Friday's Inc., a New York corporation, located at 4201 Marsh Lane, Carrollton, Texas 75007 ("**Assignor**") and Central Florida Restaurants, Inc., a California corporation located at c/o JIB Management, Inc., 3550 Mowry Ave. Suite 301, Fremont, California 94538 ("**Assignee**").

RECITALS

A. Assignor and Wondora, LLC, a New Jersey limited liability company ("**Landlord**") are parties to that certain lease dated October 24, 2001, as amended by (i) First Amendment to Lease and Landlord's Consent to Sublease dated June 30, 2003; and (ii) Second Amendment to Lease dated February, 28, 2010 (as amended, the "**Lease**"), for the premises located in the City of Aurora, County of Du Page, State of Illinois, commonly known as 888 North Route 59 and more particularly described in the Lease and set forth on Exhibit A attached hereto and incorporated herein by this reference (the "**Premises**").

B. Pursuant to that certain Asset Purchase Agreement, dated as of May 6, 2015, by and among Assignor, Assignee, and another party ("**Purchase Agreement**"), Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the lease, and Assignee desires to accept and assume the same, all on the terms and conditions set forth in this Assignment.

C. Assignor and Assignee recognize that certain persons and entities who are not parties to the Purchase Agreement have required evidence of the Assignor's proposed assignment of the Lease to Assignee, as a condition to granting their consent to such assignment or to issue governmental licenses or consents for the Assignee's continued operation of the business conducted on the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10), the receipt and sufficiency of which are hereby acknowledged, the mutual premises, covenants, conditions, and agreements set forth herein and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby bargain, sell, transfer, assign, and set over unto Assignee, all of Assignor's right, title, and interest as tenant in and to the Lease, together with Assignor's interest, if any, in and to any security deposit.

2. **Assignee's Assumption.** Assignee hereby assumes, and agrees to timely pay and perform, all of the covenants, agreements, and obligations of Assignor under the Lease. Without limiting the generality of the preceding sentence, Assignee hereby agrees to indemnify, hold

harmless, and defend Assignor from and against any and all obligations, liabilities, damages, costs, and claims (including reasonable attorney's fees) ("**Losses**") arising as a result of or with respect to the Lease or the Premises to the extent that such Losses arise or accrue on or after the Effective Date.

3. **Indemnification by Assignor.** Assignor hereby agrees to indemnify, save, hold harmless, and defend Assignee from and against any and all Losses arising as a result of or with respect to the Lease or the Premises to the extent that such Losses arise or accrue prior to the Effective Date.

4. **Franchise Arrangement.** Assignor and Assignee, as franchisor and franchisee, respectively, acknowledge and agree that they plan to enter into that certain T.G.I. Friday's® Restaurant Franchise Agreement ("**Franchise Agreement**") with respect to the Premises and that this Assignment shall take effect on the date, if at all, the parties enter into that certain Franchise Agreement ("**Effective Date**"). The parties hereby agree that (i) within three (3) business days of Assignee's receipt thereof, Assignee shall send to Assignor copies of all notices and demands which Landlord may from time to time send to Assignee; (ii) in the event of any default (or event which with the giving of notice, the passage of time, or both would constitute a default) by Assignee under the Lease, Assignor or its designee shall have the right, but not the obligation (a) to perform Assignee's covenants or cure any default by Assignee or of exercising any election, option or privilege conferred upon Assignee by the terms of the Lease, and/or (b) to replace such Assignee as tenant under the terms of the Lease by sending to Landlord written notice thereof; (iii) Assignee shall not amend or otherwise modify the Lease without the prior written consent of Assignor; and (iv) Assignor shall continue to solely own all of its proprietary marks, signage and other intellectual and personal property (Assignor having de-identification rights set forth in the Franchise Agreement).

5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. For purposes of executing this Assignment, a document signed and transmitted by facsimile machine, telecopier, or by scan and attachment to an email transmission shall be treated as an original document. The signature of any party thereon shall be considered an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

7. **No Third-Party Beneficiaries.** The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto, and their respective successors or assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable conflicts of laws thereof.

9. **Assignment; Binding Effect.** Neither this Assignment nor any of the rights, interests, or obligations under this Assignment shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void. Assignor and Assignee agree that if the Assignor and Assignee do not in fact enter into the Franchise Agreement, there will be no Effective Date and this Assignment shall be void and have no force and effect. Assignor and Assignee agree that this Assignment shall not be recorded in the real estate records of the county in which the Premises are located prior to the Effective Date.

10. **Warranty of Authority.** Each individual signing this Assignment on behalf of any entity represents and warrants that he or she has the right, power, legal capacity, and authority to enter into and perform each of the obligations specified under this Assignment, and that no further approval or consent of any person, board of directors (or applicable governing body) or entity is necessary, other than Landlord, for him or her (on behalf of such entity) to enter into and perform each of the obligations under this Assignment.

11. **Construction.** The headings used in this Assignment have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Assignment. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Assignor and Assignee have contributed substantially and materially to the preparation of this Assignment.

[signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

TGI FRIDAY'S INC., a New York corporation

By: Jennifer Rote
Name: JENNIFER ROTE
Title: SALESPERSON

**APPROVED
AS TO
LEGAL FORM**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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On this 16th day of JUNE 2015, before me, the undersigned Notary Public in and for the State of Texas, personally appeared JENNIFER ROTE to me personally known who being by me duly sworn did say that s/he is the SALESPERSON of TGI Friday's Inc., a New York corporation, executing the foregoing instrument, that the instrument was signed on behalf of the corporation by authority of the corporation; and s/he acknowledged the execution of the instrument to be the voluntary act and deed of the corporation.

Witness my hand and official seal.

Mary E. Morman
Notary Public



My commission expires: 2/7/2018

EXHIBIT A

The Premises

Parcel 1: Lot 11 in Meijer Subdivision, being a subdivision of part of the Northeast ¼ of Section 21 and the southeast ¼ of Section 16, Township 38 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded January 28, 2000 as document R200-14525 in Du Page County, Illinois.

TOGETHER WITH

Parcel 2: Non-exclusive easement for the benefit of Parcel 1 as created by Access Easement Declaration recorded January 27, 2000, as document R2000-13296 as supplemented by documents R2001-2683 and R2001-26284 for ingress and egress over parts of Lot 2 in Meijer Subdivision as described in Exhibit B attached thereto and depicted on Exhibit C attached thereto.