

RESTAURANT LEASE AGREEMENT

THIS RESTAURANT LEASE AGREEMENT (the "Lease") entered on the 21st day of November, 2014, by and between LUIGI'S HOUSE, INC., an Illinois corporation ("Landlord") and LH AURORA, LLC, an Illinois limited liability company ("Tenant");

STATEMENT OF PURPOSE

WHEREAS, Landlord is the fee simple owner of a certain tract of land legally described on Exhibit A attached hereto and incorporated herein by reference containing approximately 12,412 acres (the "Property"), and commonly known as 778 N. Rt. 59, Aurora IL 60504, in Kane County, Illinois.

WHEREAS, Tenant desires to occupy the building located on the Property consisting of approximately 12,412 square feet (the "Building") and operate a first class restaurant known as Luigi's House, serving casual Italian dining entrees as allowed under this Lease.

THEREFORE, in consideration of the Base Rent and other Rent (as hereinafter defined) to be paid, the mutual covenants and agreements herein contained and of other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

ARTICLE 1 GRANT AND TERM

1.1 Leased Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Property and the Building (collectively, the "Leased Premises"). The use and occupation by the Tenant of the Leased Premises shall include all surrounding parking lots, lighting, landscaping, and sidewalks and all other site improvements located on the Property. This Lease is subject to the execution and delivery of a Guaranty of Lease by the Garofalo Restaurant Group, LLC, an Illinois limited liability company and James L. Garofalo, an individual residing at 906 Burns, Flossmoor, Illinois 60422 to Landlord, the form of which is attached as Exhibit D.

1.2 Lease Term. The term of this Lease is one hundred twenty (120) months (the "Lease Term") beginning on the Effective Date, and unless sooner terminated or extended in accordance with the terms of this Lease, shall terminate ten (10) years after the Effective Date, (the "Expiration Date"). The period of all properly exercised options to extend this Lease under Section 1.3 hereof shall be included within the "Lease Term" for the purpose of this Lease. For purposes hereof, the "Effective Date" means the date upon which Tenant has both: (i) obtained from the City of Aurora (the "City") the liquor licensure necessary for Tenant to sell liquor as part of Tenant's Use (defined in Article IV), and (ii) closed the sale and purchase of certain restaurant assets of the Landlord that are located upon the Premises, upon terms that are satisfactory to the Landlord in Landlord's sole discretion (the "Transaction"), including without

limitation prospective modifications to the terms of this Lease, and which Transaction must close on or before January 30, 2015.

1.3 Option to Renew. Provided that Tenant is not in breach of any of the terms of this Lease upon exercise or commencement of an additional term, Tenant has the option (the "Option") to extend the term of this Lease for two (2) additional terms of sixty (60) months (each an "Option Term") upon the same terms and conditions contained in this Lease; provided that the Base Rent payable in each Option Term shall be increased as provided in Section 2.1(a).

1.4 Notice of Exercise Option Term. Tenant shall provide written notice to Landlord of Tenant's intent to Exercise the Option not sooner than twelve (12) months, or later than six (6) months prior to the Expiration Date of the Lease Term or Option Term, as applicable.

ARTICLE 2 RENT AND SECURITY DEPOSIT

2.1 (a) Base Rent. Tenant shall pay to Landlord Sixty Two Thousand Sixty and No/100 Dollars (\$62,060.00) per year (the "Base Rent"), which shall be paid in twelve (12) equal monthly installments in advance on or before the first (1st) day of each calendar month, commencing on the Effective Date (the "Rent Commencement Date"). Base Rent will increase commencing on the first (1st) day of the third (3rd) Lease Year, according to the Rent Schedule listed in Exhibit B. Tenant shall pay the Base Rent payable for each Option Term as provided below in Section 2.1(b).

(b) Rental Adjustments Date. The Base Rent for the Lease Term shall be increased on the first day of each Option Term (each, a "Rental Adjustment Date") by an amount equal to fifteen percent (15%) of the Base Rent payable during the immediately preceding Lease Year, according to the Rent Schedule listed in Exhibit B. Tenant shall pay the new annual Base Rent from the applicable Rental Adjustment Date until the next Rental Adjustment Date.

(c) Payment. All rent payments provided for herein shall be payable without demand or set-off to Landlord, at the address herein set forth, until written notice to the contrary is received by Tenant.

(d) Additional Rent. Tenant shall also pay the Real Estate Taxes and Utilities, as described more fully in Article 3 below, together with any other sums due under this Lease ("Additional Rent").

2.2 Late Payment Charge. If Tenant fails to pay any amounts due under this Lease on or before the fifth (5th) calendar day after the same are due, then, Tenant shall immediately pay a late payment service charge equal to the greater of: (a) Two Hundred and No/100 Dollars (\$200.00); or (b) five percent (5%) per month of the amount required to be paid (the "Late Payment").

2.3 Default Rate. Notwithstanding the Late Payment service charge, Tenant shall be in Default (as hereinafter defined) under this Lease if all payments required by Tenant are not paid on or before the times stipulated in this Lease. Any amount due under Article 2 shall bear interest from the date due until fully paid by Tenant to Landlord at a rate equal to the lesser of: (i) 15% per annum; or (ii) the maximum rate permitted by law (the "Default Rate").

2.4 No Rent Abatement. No abatement, diminution or reduction of Base Rent, Additional Rent or charges shall be claimed by or allowed to Tenant, or any person claiming under it, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, additions, improvements or repairs to any building or buildings now on or which may hereafter be erected on the Leased Premises, by virtue or because of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations or for any other cause or reason.

2.5 Security Deposit. Concurrent with the Effective Date, Tenant shall deposit with Landlord the sum of Five Thousand One Hundred Seventy Two and No/100 Dollars (\$5,172.00), hereinafter referred to as the "Security Deposit". Such sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit, or any balance thereof, shall be promptly returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) following expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said Security Deposit to Landlord's successor in interest and shall have no further liability with respect thereto.

ARTICLE 3 TAXES, UTILITIES AND INSURANCE

3.1 Taxes. (a) Throughout the entire term of this Lease (including any Option), Tenant shall pay Landlord, as Additional Rent, the Taxes (as hereinafter defined) on the Leased Premises for each tax year. The term "Taxes" means the total of all taxes and assessments, general and special, ordinary and extraordinary, foreseen and unforeseen, including assessments for public improvements and betterments, assessed, levied or imposed with respect to the land and

improvements included within the Leased Premises, taxes on rents, leases or subleases or on the privilege of leasing or subleasing. If, at any time during the term of this Lease, the present method of taxation shall be changed so that in lieu of the whole or any part of any Taxes levied, assessed or imposed on real estate and the improvements thereon there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received there from and/or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the present or any future building or buildings on the Leased Premises, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof. Tenant shall pay any and all rent taxes imposed by any applicable governmental entity in conjunction with this Lease.

Landlord shall provide Tenant with a copy of the Annual Assessment within thirty (30) days of receiving said Annual Assessment from Kane County. Unless Tenant is otherwise in default under this Lease, Tenant, at Tenant's sole cost and expense and in its sole discretion, shall have the sole right to hire attorneys or others who may seek to obtain a refund or protest and reduce the Taxes. In the event Tenant retains an attorney or others to take actions to have the Taxes reduced, Tenant agrees to promptly notify Landlord and provide Landlord with the name and telephone number.

(b) Method of Payment of Taxes. Tenant's share of taxes shall be paid monthly together with payments of Base Rent so that Landlord shall have sufficient funds to pay Taxes when due without advancing same on behalf of Tenant. Landlord shall provide Tenant with a statement of the amount which Tenant must reimburse (where applicable) to Landlord for Taxes paid by Landlord in advance respecting Tenant's share of Taxes for the current tax year, or the amount which Tenant shall pay monthly so that by the next tax payment date Tenant will have paid its full share of taxes for the current tax year, and the amount Tenant shall pay in equal monthly installments following the next tax payment date.

Landlord may make adjustments in its estimates as necessary based upon billings from the taxing authority, and any adjustments necessary shall be paid or credited within fourteen (14) days of Landlord's statement. Notwithstanding the end of the term hereof, Tenant shall continue to be liable to Landlord for all Taxes incurred by Landlord for the period of Tenant's occupancy, and Tenant shall promptly remit to Landlord any amount due to Landlord upon notice from Landlord to Tenant.

3.2 Utilities. Tenant shall pay for all electricity, gas, water, heat, air conditioning, sewerage, janitorial services, garbage disposal and all other utilities or services relating to its use or occupancy of the Leased Premises and the Property. Landlord shall have no duty or responsibility to Tenant for the stoppage or interruption of such utilities or services.

3.3 Insurance.

(a) Property Insurance. Tenant, at its sole cost and expense, shall keep the Leased Premises and Property insured for the mutual benefit of Landlord and Tenant (the "Loss

Payees”), against loss or damage by fire and such other risks as are now or hereafter included in “All Risks” perils with replacement cost and extended coverage endorsements, including vandalism, explosion and malicious mischief coverages, for improvements of similar size and quality in the Kane County, Illinois area, naming Landlord as an additional insured. The amount of such insurance coverage shall be sufficient to cover 100% of the replacement value of the Leased Premises, as that value may exist from time to time, and sufficient to prevent either Landlord or Tenant from becoming a co-insurer under the provisions of the policies (the “Full Insurable Value”). Landlord shall not carry any insurance the effect of which would be to reduce the protection or payment to Tenant under any insurance that this Lease obligates Tenant to carry. Upon written notice from Landlord, Tenant shall also include the holder of any mortgage or deed of trust placed on Landlord's interest in the Leased Premises and the Property at the instance of Landlord, as mortgagee and Loss Payee. The total amount of the deductible required under the policy(ies) providing such coverage shall be no more than \$10,000.00 per loss.

(b) General Liability, Workers’ Compensation and Auto Insurance. Tenant at its sole cost and expense, shall keep in force, for the mutual benefit of Landlord and Tenant, comprehensive broad form commercial general liability insurance against claims and liability for personal injury, death or property damage arising from the use, occupancy, misuse or condition of the Leased Premises and the Property, providing, at the date hereof: (i) protection of at least Two Million Dollars (\$2,000,000.00) combined single limit coverage for bodily injury or property damage; together with (ii) appropriate worker's compensation insurance providing statutory limits and Employer’s Liability with limits of not less than the amounts specified above for Tenant’s comprehensive broad form commercial general liability insurance; and (iii) Commercial Auto Liability with limits of One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and property damage for any vehicles used in the operation of Tenant’s business, which amount of insurance coverage shall be adjusted during the Lease Term to provide at all times coverage comparable to that for similar restaurant facilities in the Kane County, Illinois area. The total amount of the deductible required under the policy(ies) providing such coverage shall be no more than \$10,000.00 per loss.

(c) Loss of Income. “All-Risk” or “Special Cause of Loss” (including, but not limited to flood), loss-of-income insurance in an amount sufficient to assure that the Landlord shall recover the loss of any rental income due and owing to Landlord from Tenant under the terms of this Lease, which coverage shall provide such protection to Landlord for a period of not less than twelve (12) consecutive months. The total amount of a deductible required under the policy providing such coverage shall be no more than \$10,000.00 per loss. Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners, and its managing agent) shall be included as loss payee(s).

(d) Proof of Insurance. Tenant may, in lieu of original policies of insurance, deliver to Landlord certificates of insurance policies and endorsements, duly authenticated by the issuing company. All such policies shall be issued by companies licensed to do business in Illinois with a general policy holder’s rating of “A” and a financial size category of at least Class VII or greater in the most current Best’s Insurance Reports available and shall be nonassessable and

contain language to the effect that (i) any loss shall be payable notwithstanding any act or negligence of Tenant that might otherwise result in a forfeiture of the insurance; (ii) the policies are primary and noncontributing with any insurance that may be carried by Landlord; (iii) the policies cannot be canceled or materially changed except after thirty (30) days written notice from the insurer to Landlord and any additional parties listed as loss payee(s), with a ten (10) day notice for non-payment; (iv) have deductibles not greater than Ten Thousand Dollars (\$10,000.00); and, (v) be written on an "occurrence" basis. Richport Property, LLC, an Illinois limited liability company, RJP Holdings, Inc. an Illinois corporation, Richard J. Portillo, and parents or related affiliated companies shall be named as additional insured's on Tenant's liability policies. Tenant shall provide written proof to Landlord that Tenant has in effect all insurance coverage required of Tenant under this Lease prior to the Effective Date and thereafter upon the written request of Landlord, but in no event more often than once per calendar year during the Lease Term. In the event Tenant does not purchase the insurance required by this lease or keep the same in full force and effect, Landlord may, but shall not be obligated to purchase the necessary insurance and pay the premium. The Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expenses (including attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance.

(c) Waiver of Subrogation. For the purpose of waiver of subrogation, anything in this Lease to the contrary notwithstanding, Landlord, for itself, its successors and assigns, releases and waives unto Tenant, its agents, employees, successors and assigns; and Tenant, for itself, and its successors and assigns, releases and waives unto Landlord, its agents, employees, successors and assigns, all right to claim damages for any injury, loss, cost or damage to persons or to the Leased Premises or the Property, or the contents and property located therein or thereon, which is occasioned by fire, explosion, accident, occurrence or condition in, on or about the Leased Premises or the Property or any other casualty, the amount of which injury, loss, cost, or damage has been paid, or is payable, to Landlord, Tenant or to any other person, firm or corporation, under the terms of any fire, extended coverage, public liability or other policy of insurance. All policies of insurance carried and maintained pursuant to this Lease, shall contain, or be endorsed to contain, a provision whereby the insurer thereunder waives all rights of subrogation against Landlord and Tenant.

3.4 No Rent Abatement. Rents and other obligations of Tenant hereunder, through the Expiration Date of this Lease, shall not be abated or reduced in the event of damage or destruction of or to the Leased Premises or Property. This provision should remain and loss of rental income should be covered by insurance.

ARTICLE 4 USE, MAINTENANCE AND REPAIR OF LEASED PREMISES AND PROPERTY

4.1 Tenant's Use. Tenant shall operate a first class restaurant known as Luigi's House, serving casual Italian dining entrees on the Leased Premises under the names of "Luigi's House"

and "Julian's Piano Bar," and shall not use the Leased Premises for any other purposes (the "Tenant's Use"). Tenant shall not use or allow the Leased Premises to be used for any unlawful purpose or in violation of any certificate of occupancy covering or affecting the use of the Leased Premises or any part thereof or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto. Tenant shall operate its business from the Leased Premises under the following trade names and under no other trade names: "Luigi's House" and "Julian's Piano Bar." Tenant shall not be allowed to operate a drive-thru or curbside pickup business; provided that carry-out incidental to the primary business shall be permitted so long as the carry-out orders are not made available through a special "to-go" entrance separate from the entrance used by patrons eating on site.

4.2 "As Is." Landlord makes no representation or warranty with respect to the condition of the Leased Premises or its fitness or usability for any particular use or purpose and shall not be liable for any latent or patent defect therein. Landlord shall have no obligations for site improvements or site preparations for Tenant's use of the Leased Premises and Property.

4.3 Maintenance and Repairs. Tenant shall at its sole expense, at all times during the Lease Term maintain the Leased Premises in good order, condition and repair, and in conformity with governmental regulations. Tenant shall maintain, repair or replace those parts of the Leased Premises requiring repair or replacement, including but not limited to: (a) the roof, walls, foundation, and all structural parts; (b) the interior of the Leased Premises, together with exterior entrances, all glass, and all window moldings; (c) all fixtures, partitions, interior ceilings, floor coverings, and utility lines within the Leased Premises; (d) all doors, door openers, trade equipment and machinery, appliances, signs, and appurtenances thereof; (e) all electrical, mechanical, HVAC and plumbing systems; (f) landscaping, outside lighting, and the parking lot, including snow removal. If Tenant refuses or neglects to commence or complete repairs, maintenance or replacements promptly and adequately, Landlord may undertake the repairs, maintenance or replacements and Tenant shall pay the cost hereof to Landlord upon demand as Additional Rent.

(a) Grease Trap. Tenant agrees to properly maintain the grease trap, having it emptied by a reputable grease hauler on no less than a monthly basis and provide degreasing, as necessary, of the sewer and drainage lines.

(b) Hoods. Tenant agrees to comply with NFPA Code 96 and any other applicable codes, for the cleaning of the entire hood plenum and blower section.

(c) HVAC. Tenant agrees to maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor approved by Landlord, for the repair and maintenance of said HVAC Systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system.

(d) Documentation. Tenant shall maintain documentation of the services provided for maintenance of the Grease Trap, Hoods and HVAC for three (3) years and shall provide copies to Landlord upon written request.

4.4 Compliance with Laws. Tenant shall, at all times in the use of the Leased Premises and the performance of this Lease, comply with all laws, ordinances, decrees, orders, rules and regulations of any lawful authority, agency or governmental unit having jurisdiction over the Leased Premises or the Property, including, without limitation, the Americans with Disabilities Act. Furthermore, Tenant shall make, at its own expense, all alterations of the Leased Premises required by any such authority, agency or governmental unit and shall save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. Without limiting the generality of the foregoing, Tenant shall make such arrangements for the storage and timely disposition of all garbage and refuse generated by the users or occupants of the Leased Premises as may be required in order to keep the Leased Premises in a neat and orderly condition and reasonably clean and free from rubbish, dirt, snow and ice; not cause or permit any noxious, disturbing or offensive odors, fumes, or gases, or any smoke, dust, steam or vapors or any loud or disturbing noise or vibration to originate in or to be emitted from the Leased Premises; and not do or permit any act or thing which might impair the value of the Leased Premises or the Property or any part thereof, or which constitutes a public or private nuisance.

4.5 Alterations. Except for interior, non-structural alterations costing less than Twenty-Five Thousand and No/100 Dollars (\$25,000.00), Tenant shall not make or cause to be made any alterations, renovations, improvements or other installations in and to the Leased Premises or any part thereof without Landlord's prior written consent.

However, in no event shall Tenant remove or obscure any signs, inscriptions or other embodiments of the words "Dick loves Sharon" that are located upon any portion of the Leased Premises upon the Effective Date, including without limitation any trade fixtures of the prior tenant.

4.5 Ownership of Improvements. All improvements constructed on the Leased Premises by Tenant as permitted by this Lease shall be owned by Tenant until expiration of the Lease Term, or earlier termination of this Lease. Any improvements on the Leased Premises at the expiration of the Lease Term (excluding any equipment or personal property removable by Tenant under this Lease) shall, without compensation to Tenant, then become Landlord's property, free and clear of all claims to or against them by Tenant, or any third person.

ARTICLE 5 ASSIGNMENT AND SUBLETTING

5.1 Consent Required. Tenant shall not voluntarily or involuntarily or by operation of law assign, transfer, mortgage, or otherwise encumber this Lease or any interest of Tenant herein, in whole or in part, nor sublet all or any portion of the Leased Premises or permit the Leased Premises or any part thereof to be used or occupied by others, without first obtaining, in each and

every instance, the consent of the Landlord, which shall not be unreasonably withheld. Any proposed subletting or assignment under this Lease is referred to as a "Transfer," and the person to whom Tenant's interest is transferred shall be referred to as a "Transferee." For purposes of this Article 5, a Transfer includes any change in the ownership of greater than 25% of the voting securities of Tenant. Landlord shall not be required and shall not be deemed to have acted unreasonably if it requires that the financial condition of any Transferee be at least as good as Tenant or if it requires any Transferee to have the same or similar business experience as Tenant, or other similar business requirements. Any Transfer without Landlord's consent (if required pursuant to this Lease) shall not be binding upon Landlord, and shall not confer any rights upon any third person. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article 5 shall not be deemed to be either a consent by Landlord to any such Transfer or a waiver by Landlord of any remedy of Landlord under this Lease.

5.2 Continuing Obligations. Any Transfer by Tenant consented to by Landlord (or permitted under this Article 5 without Landlord's consent) shall be subject to the terms of this Lease and in no event shall any Transfer release or relieve Tenant or any Guarantor of this Lease from any of its obligations under this Lease unless memorialized in writing by and between Landlord and Tenant and Landlord and Guarantor, as the case may be. Upon the effective date of the permitted Transfer, Transferee shall deliver to Landlord the proposed sublease, assignment and assumption agreement or other instrument evidencing the Transfer, which shall be subject to Landlord's approval.

5.3 Attorney's Fees. If the Transfer requires the consent of Landlord pursuant to this Article 5, Tenant shall pay to Landlord upon demand as Additional Rent Landlord's reasonable attorneys' fees and administrative expenses incurred in connection with any Transfer.

5.4 Surplus Rents. Notwithstanding the foregoing, in the event Landlord consents to an assignment or subletting, 100% of all rent or other consideration received by Tenant that is in excess of the Base Rent provided in Article 2, shall be due and paid by Tenant to Landlord as and when received as Additional Rent.

ARTICLE 6 EVENTS OF DEFAULT

The following shall be events of defaults under this Lease ("Event of Default"):

(a) failure of Tenant to pay any Base Rent, Additional Rent or any other amount when due hereunder;

(b) failure of Tenant to perform or observe any other of the terms, provisions, conditions and covenants of this Lease;

(c) a determination by Landlord that Tenant has submitted any false report required to be furnished hereunder;

(d) the bankruptcy or insolvency of Tenant or the filing by or against Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant's assignment for the benefit of creditors;

(e) if Tenant abandons or vacates the Leased Premises or fails to operate the restaurant for a period of seven (7) consecutive days (other than during periods of repair or renovation, or as a result of casualty, force majeure, or other events beyond the reasonable control of Tenant);

(f) this Lease or Tenant's interest herein or in the Leased Premises or any improvements thereon or any property of Tenant are executed upon or attached;

(g) any Transfer in violation of the provisions of Article 5 of this Lease;

(h) if any claim or lien is asserted or recorded against the interest of Landlord in the Leased Premises or Property, or any portion thereof, on the account of, or extending from any improvement or work done by or at the instance, or for the benefit of Tenant, or any person claiming by, through or under Tenant or from any improvement or work the cost of which is the responsibility of Tenant; or

(i) If any "Event of Default," default or breach occurs pursuant to:

(i) Any document or agreement required to be obtained by Tenant or delivered by Tenant to Landlord pursuant to the terms of the Transaction;

(ii) Asset Purchase Agreement between Garofalo Restaurant Group, LLC and Honey-Jam Cafe, LLC, an Illinois limited liability company, dated September 15, 2014;

(iii) Garofalo Restaurant Group, LLC's Secured Promissory Note, dated September 15, 2014;

(iv) Security Agreement between Garofalo Restaurant Group, LLC, HJC Bolingbrook, LLC, an Illinois limited liability company, HJC Downers Grove, LLC, an Illinois limited liability company, HJC Batavia, LLC, an Illinois limited liability company, and Honey-Jam Cafe, LLC, dated September 15, 2014;

(v) the Shopping Center Lease Agreement dated September 15, 2014, by and between Richport Property, LLC, an Illinois limited liability company, and HJC Bolingbrook, LLC, an Illinois limited liability company, for the premises commonly known as 120 E. Boughton Road, Bolingbrook, IL 60440, in Will County, Illinois;

(vi) the Restaurant Lease Agreement dated September 15, 2014, by and between RJP Holdings, Inc., an Illinois corporation and HJC Downers Grove, LLC, an Illinois limited liability company, for the premises commonly known as 3000 Oak Grove Road, Downers Grove, Illinois, in DuPage County, Illinois; or

(vii) the Restaurant Lease Agreement dated September 15, 2014, by and between RJP Holdings, Inc. and HJC Batavia, LLC, an Illinois limited liability company, for the premises commonly known as 521 N. Randall Road, Batavia, Illinois, in Kane County, Illinois.

ARTICLE 7 REMEDIES

7.1 Terminate the Lease. After an Event of Default, Landlord, in addition to all other rights or remedies it may have, may terminate this Lease by giving notice to Tenant stating the date upon which such termination shall be effective, but Tenant shall remain liable for all obligations arising during the balance of the original stated term as hereafter provided as if this Lease had remained in full force and effect.

7.2 Terminate Possession. Landlord shall have the right, either before or after any such termination of the Lease, to terminate Tenant's possession of the Leased Premises and to re-enter and take possession of the Leased Premises, remove all persons and property from the Leased Premises, store such property at Tenant's expense, and sell such property if necessary to satisfy any deficiency in payments by Tenant as required hereunder, all without notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Wherever in this Lease Landlord has reserved or is granted the right of "reentry" into the Leased Premises, the use of such word is not intended, nor shall it be construed, to be limited to its technical legal meaning.

7.3 Right to Relet. If Landlord re-enters the Leased Premises or if Landlord takes possession pursuant to legal proceedings or otherwise, it may either terminate this Lease as provided in Section 7.1 or it may, from time to time, without terminating this Lease, make such alterations and repairs as it deems advisable to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) and upon such terms and conditions as Landlord in its sole discretion deems advisable; upon each such reletting all rentals received by Landlord therefrom shall be applied, first, to any indebtedness other than Base Rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting, including brokers and attorneys' fees and costs of alterations and repairs; third, to Base Rent due hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future Base Rent as it becomes due hereunder.

(a) If rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord. No re-entry or taking possession of the Leased Premises by Landlord shall be

construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord.

(b) Notwithstanding any such reletting without termination, Landlord may at any time thereafter terminate this Lease for any prior breach or default. If Landlord terminates this Lease for any breach, or otherwise takes any action on account of Tenant's breach or default hereunder, in addition to any other remedies it may have, it may recover from Tenant all damages incurred by reason of such breach or default, including the cost of recovering the Leased Premises, brokerage fees and expenses of placing the Leased Premises in rentable condition, attorneys' fees, and an amount equal to the difference between the Base Rent and all items of Additional Rents reserved hereunder for the period which otherwise would have constituted the balance of the Lease Term and the then present rental value of the Leased Premises for such period, all of which shall immediately be due and payable by Tenant to Landlord. In determining the rental value of the Leased Premises, the rental realized by any reletting, if such reletting be accomplished by Landlord within a reasonable time after the termination of this Lease, shall be deemed prima facie to be the rental value, but if Landlord shall not undertake to relet or having undertaken to relet, has not accomplished reletting, then it will be conclusively presumed that the Base Rent and all items of Additional Rent reserved under this Lease represent the rental value of the Leased Premises for the purposes herein. Landlord shall, however, account to Tenant for the Base Rent and Additional Rents received from persons using or occupying the Leased Premises during the period representing that which would have constituted the balance of the Lease Term, but only at the end of said period, and only if Tenant shall have paid to Landlord its damages as provided herein, and only to the extent of sums recovered from Tenant as Landlord's damages, Tenant waiving any claim to any surplus. Nothing herein contained, however, shall limit or prejudice the right of Landlord to prove and obtain as damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved.

7.4 Attorney's Fees. Tenant's obligation to reimburse Landlord for attorneys' fees as referred to in this Lease shall include all legal costs, fees and expenses arising out of (i) Tenant's default in the performance or observance of any of the terms, covenants, conditions or obligations contained in this Lease and Landlord places the enforcement of all or any part of this Lease, the collection of any rent due or to become due or the recovery of possession of the Leased Premises in the hands of an attorney, or (ii) Landlord's incurring any fees or out-of-pocket costs in any litigation, negotiation or transaction in which Tenant causes Landlord to be involved or concerned, in either event regardless of whether or not suit is actually filed.

7.5 Injunctive Relief. In the event of any breach or threatened breach by Tenant of any of the terms and provisions of this Lease, Landlord shall have the right to injunctive relief as if no other remedies were provided for herein for such breach. In the event Landlord seeks injunctive relief, no surety shall be required for any bond required to be posted as a condition of such injunctive order.

7.6 Remedies Cumulative. Any rights and remedies reserved by, or granted to, Landlord under this Lease, at law or in equity, are distinct, separate and cumulative, and the exercise of any one of them shall not be deemed to preclude, waive or prejudice Landlord's right to exercise any or all others. Tenant expressly waives any right to assert a defense based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment therein, shall bar Landlord from bringing any subsequent actions or proceedings from time to time.

7.7 Venue. Any action, suit or proceeding relating to, arising out of or in connection with the terms, conditions and covenants of this Lease may be brought by Landlord against Tenant in any state or federal court located in Kane County, Illinois. Tenant hereby waives any objection to jurisdiction or venue in any proceeding before said Court. Nothing contained herein shall affect the right of Landlord to bring any action, suit or proceeding against Tenant in the courts of any other jurisdictions.

ARTICLE 8 DESTRUCTION OF LEASED PREMISES

8.1 Partial or Total Destruction. If the Leased Premises shall be partially or totally destroyed by fire or other casualty insurable under full standard fire and extended risk insurance, so as to become partially or totally untenable, the same (unless Landlord shall elect not to rebuild as hereinafter provided) shall be repaired and restored by and at the cost of Tenant, and Base Rent shall continue during such period of repair and restoration.

8.2 Tenant's Right to Terminate. If Tenant is not then in breach of any term or default under the terms of this Lease and more than twenty five percent (25%) of the Leased Premises are destroyed or damaged by fire or other casualty, and if the unexpired portion of the term of this Lease is two (2) years or less at the date of the damage, then Tenant may elect not to repair or rebuild by giving written notice within thirty (30) days after such occurrence of its election to terminate this Lease; otherwise, Tenant shall commence and pursue such reconstruction diligently to completion. In the event that Tenant exercises its right to terminate, then this Lease shall cease as of the date of such damage or destruction, and all rent or other charges payable by Tenant shall be prorated to the date of such damage or destruction, and the insurance proceeds received by Tenant for the Building shall be then tendered immediately to Landlord, and the insurance proceeds for Tenant's personal property shall belong to Tenant. In the event that this Lease is not canceled, then the Base Rent and Additional Rent shall continue during such period of repair and restoration .

ARTICLE 9 EMINENT DOMAIN

9.1 Taking of More Than 25%. If more than twenty-five percent (25%) of the Property shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then Tenant may, at its option, terminate this Lease. Any award for the Property of which the

Leased Premises are a part, shall be the property of Landlord. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it and any other award expressly made to Tenant.

9.2 Taking of Less Than 25%. In the event of a taking or condemnation of less than twenty-five percent (25%) of the Property, this Lease (except as hereinafter provided) shall nevertheless continue, but the rent to be paid by Tenant shall thereafter be reduced in the ratio that the rental value of the portion of the Property taken or condemned bears to the rental value of the entire Property at the time of the taking or condemnation. Any award for the Property of which the Leased Premises are a part, shall be the property of Landlord.

ARTICLE 10 INDEMNIFICATION

Tenant shall protect, indemnify and save Landlord harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation, attorneys' fees and expenses by reason of (i) any accident, injury to or death of persons, or loss of, or damage to property occurring on or about the Leased Premises, or the Property, or any part thereof, (ii) any use, nonuse or condition of the Leased Premises or the Property or any part thereof, (iii) any failure on the part of the Tenant to perform or comply with any of the terms of this Lease, or (iv) performance by persons other than Landlord, its agents or employees, of any labor or services or the furnishing of any materials or other property in respect to the Leased Premises or the Property or any part thereof, if such labor, services or the furnishing of material or other property is performed by or at the direction of Tenant. In case any action, suit or proceeding is brought against Landlord by reason of any such occurrence, Tenant upon Landlord's request, shall, at Tenant's expense, defend such action, suit or proceeding by counsel designated by Tenant and reasonably approved by Landlord. Such obligation of Tenant under this Section 10 which shall have accrued at the time of any termination of this Lease, shall survive any such termination.

ARTICLE 11 LIENS

11.1 Liens. Tenant shall not, directly or indirectly, create or permit to be created, or to remain, and shall discharge, any lien, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Leased Premises or Property, or any part thereof, Tenant's interest therein, or the rent or any other sum payable under this Lease, other than (i) this Lease and any permitted assignment hereof or sublease hereunder, (ii) liens for taxes, assessments or other charges not yet payable, or payable without the addition of any fine, penalty, interest or costs for nonpayment, or being contested as permitted hereby, (iii) liens arising under the Illinois Uniform Commercial Code which encumber only the personal property and fixtures of Tenant located on or at the Leased Premises, which personal property and fixtures Tenant is entitled to remove at the end of the Lease Term, and (iv) liens of mechanics, materialmen, suppliers or vendors, or rights thereto, incurred in the ordinary course of business,

which Tenant shall remove and discharge within thirty (30) days after such liens have been filed or, at its own cost and expense, cause the same to be canceled or discharged by title indemnity established with Chicago Title Insurance Company within thirty (30) days after notice of filing thereof, or deliver to Landlord within said thirty (30) day period an amount of money equal to one hundred fifty percent (150%) of said lien amount, to be held by Landlord as security for payment of said lien. Should Tenant fail to furnish such security or pay any such lien or charge or other cost or expense in connection with the Leased Premises or any improvements thereon, Landlord may, at its option and in addition to any other remedy hereunder, pay the same, in which event the amount of any such payment shall become immediately due and payable by Tenant to Landlord as Additional Rent hereunder, with interest thereon from the date of payment by Landlord to the date Tenant pays such amount to Landlord, at the Default Rate.

11.2 Exculpation of Landlord. Nothing contained in this Lease shall constitute any consent or request by Landlord, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect to the Leased Premises, the Property, or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord or Landlord's interest in the Leased Premises or Property, without Landlord's express written consent.

ARTICLE 12 ENVIRONMENTAL COMPLIANCE

12.1 Tenant's Responsibility. Tenant covenants and agrees that the Leased Premises and Property will, at all times during its use or occupancy thereof, be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits, and regulations of all state, federal, local, and other governmental and regulatory authorities, agencies, and bodies applicable to the Leased Premises or Property, pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or materials including, but not limited to the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended (all hereafter collectively called "Laws"). No material shall be installed in the Leased Premises or Property, by Tenant or any employee, agent, or contractor of Tenant which contains any asbestos or other toxic or hazardous waste or substance; or which causes, or could cause, the Leased Premises or Property to be in violation of any Laws: (i) when such material is installed; (ii) while such material remains on the Leased Premises or Property; or (iii) when such material is disturbed or removed.

12.2 Tenant's Liability. Tenant shall hold Landlord free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord shall incur, or which Landlord would otherwise incur, by reason of Tenant's failure to comply with this Section; including, but not limited to: (i) the cost of bringing the Leased Premises and Property into compliance with all Laws; (ii) the reasonable cost of all appropriate tests and examinations of the

Leased Premises and the Property to confirm that the Leased Premises and the Property have been brought into compliance with all Laws; and (iii) the reasonable fees and expenses of Landlord's attorneys, engineers, and consultants incurred by Landlord in enforcing and confirming compliance with this Section.

ARTICLE 13 MISCELLANEOUS

13.1 Survival. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

13.2 Amendment of Lease. This Lease may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

13.3 Headings and Captions. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

13.4 Inspection. Tenant shall permit Landlord and its authorized representatives to enter the Leased Premises at all reasonable times for the purpose of (a) inspecting the same, and (b) making any necessary repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to make any such repairs or perform any such work or to commence the same for ten (10) days after written notice from Landlord (or without notice in case of emergency). Nothing herein shall imply any duty upon the part of Landlord to do any such work; and performance thereof by Landlord shall not constitute waiver of Tenant's default in failing to perform the same.

13.5 Subordination. This Lease and Tenant's tenancy hereunder shall be subject and subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the Leased Premises. Tenant agrees to execute and deliver such instruments as may be desired by Landlord or by any mortgagee evidencing such subordination of this Lease to the lien of any present or future mortgage or deed of trust, within ten (10) days after written request therefore by Landlord. In the event Tenant fails timely to do so, it shall be conclusively determined that Tenant has confirmed such subordination to the lien of any such present or future mortgage or trust deed for which the written instrument evidencing same was requested.

13.6 Removal of Property. Tenant (if not in default hereunder) may remove, prior to the expiration of the Lease Term, any and all fixtures (including "Trade Fixtures" hereafter defined), equipment or personal property which Tenant has placed on or in the Leased Premises, provided Tenant restores the Leased Premises and the Property to their same condition as at the time of the

installation thereof. All such property not so removed by Tenant shall become and remain the property of Landlord after ten (10) days following the expiration of the Lease Term.

13.7 Notices. Any notices or submissions required or permitted under this Lease shall be in writing and shall be delivered or sent personally, by prepaid registered or certified mail, or by nationally recognized, receipted, overnight delivery service (such as Fed Ex), addressed to the parties as follows:

If to Landlord: Luigi's House, Inc.
2001 Spring Road, Suite 500
Oak Brook, IL 60523
Attention: Property Manager

If to Tenant: LH Aurora, LLC
201 S. Stone Avenue
LaGrange, IL 60525
Attention: James D. Newman

Any such party may, from time to time, by notice, as herein provided, designate a different address to which notices to it shall be sent. Such notices and submissions shall be deemed delivered: (i) on the date of delivery if personally delivered; (ii) five (5) days after mailing if sent certified or registered mail; and (iii) the next business day if sent by nationally recognized, receipted, overnight delivery service (such as Fed Ex).

13.8 Utility Easements. Landlord shall, from time to time upon request from Tenant, join in the granting of such utility easements as may be reasonably necessary to service the Leased Premises or the Property.

13.9 Covenants of Title. Landlord covenants, warrants and represents (i) that it is seized of the Leased Premises in fee simple, subject to no liens, encumbrances, easements, covenants, conditions, or defects in title which would materially adversely affect Tenant's use of the Leased Premises as contemplated herein, and has full right and authority to lease the same upon the terms and conditions herein set forth; and (ii) that Tenant shall peacefully and quietly hold and enjoy the Leased Premises safe from any claims arising by, through, or under Landlord for the Lease Term, so long as Tenant does not default in the performance of any of its covenants hereunder.

13.10 Estoppel Certificate. (a) Each party agrees to, at any time and from time to time, within fourteen (14) days following written notice by the other party hereto specifying that it is given pursuant to this Section 13.10, execute, acknowledge, and deliver to the party who gave such notice a statement in writing certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications, and the dates to which the rent and any other payments due hereunder from Tenant have been paid in advance, if any, and stating whether or not, to the best knowledge

of the person executing such certificate, the other party is in default in performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which such person executing the certificate may have knowledge.

(b) The failure of either party to execute, acknowledge, and deliver to the other a statement in compliance with the foregoing provisions of this Section within the fourteen (14) day period shall constitute an acknowledgment by the party given such notice, which may be relied on by any person holding or proposing to acquire an interest in the Leased Premises or this Lease from or through the other party, that this Lease is unmodified and in full force and effect and that the rent has been duly and fully paid to and including the respective due dates immediately preceding the date of such notice and shall constitute, as to any person entitled as aforesaid to rely upon such statements, a waiver of any defaults which may exist prior to the date of such notice.

13.11 Recording. Landlord and Tenant agree that Tenant may record a memorandum of this Lease in substantially the form attached as Exhibit C with the Kane County Recorder of Deeds but that this Lease itself will not be so recorded. If Tenant so elects, Tenant agrees to provide Landlord with a copy of the memorandum.

13.12 Zoning. If, during the Lease Term, Tenant applies for consents, permits, and licenses in connection with the construction or operation of the Leased Premises or the Property, then Tenant shall pay for all expenses of procuring such consents, permits, and licenses, but Landlord agrees to fully and promptly cooperate, at no out-of-pocket expense to Landlord, with Tenant in obtaining any such change or changes. Tenant shall not allow or authorize to seek any change in Zoning without the prior written consent of Landlord, which Landlord may withhold in its absolute discretion.

13.13 Brokerage Fees. Landlord and Tenant warrant to each other that no real estate broker or other person will claim a commission, fee, or other compensation in connection with this Lease. Should any claim for commission be established, the parties hereby expressly agree to hold each other harmless with respect thereto (including costs of reasonable attorneys' fees) to the extent that one or the other is shown to have been responsible for the creation of such claim.

13.14 Transfer of Landlord's Interest. In the event of the sale, assignment or transfer by Landlord of its interest in the Leased Premises and/or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest (who must expressly assume the obligations of Landlord hereunder), Landlord shall be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer, and Landlord had written notice thereof; and Tenant shall look solely to such successor in interest of Landlord for performance of such obligations. Tenant shall thereafter attorn and look solely to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

13.15 Gender; Singular and Plural. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, limited liability company, partnership or other legal entity when the context so requires. The singular number includes the plural, and vice versa, whenever the context so requires.

13.16 Holding Over. If Tenant shall hold possession of the Leased Premises after the expiration or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month-to-month, and shall pay one hundred fifty percent (150%) of the Base Rent in effect during the last Lease year of the Lease Term or Option Term immediately preceding such hold over, Additional Rent and shall otherwise be subject to all of the terms and conditions of this Lease, or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

13.17 Nature and Extent of Agreement. This instrument and its exhibits contain the complete agreement of the parties regarding the terms and conditions of the Lease of the Leased Premises, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of Landlord and Tenant between the parties hereto as to the Leased Premises, and nothing herein shall in any way be construed to impose upon either party hereto any obligations or restrictions not herein expressly set forth. Specifically, nothing in this Lease shall be construed to render the Landlord in any way, or for any purpose, a partner, joint venturer or associate in any relationship with Tenant, other than that of Landlord and Tenant, and this Lease shall not be construed to authorize either Landlord or Tenant to act as agent for the other, except as expressly permitted by the terms hereof. The laws of the State of Illinois shall govern the validity, interpretations, performance and enforcement of this Lease.

13.18 Landlord's Performance of Tenant's Covenants. Tenant covenants and agrees that if it shall at any time fail to make any payment or perform any other act on its part to be made or performed as in this Lease provided, then Landlord may, but shall not be obligated so to do, and upon ten (10) days prior written notice to Tenant and without waiving or releasing the Tenant from any obligations of the Tenant in this Lease contained, may make any payment or perform any other act on the part of Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may reasonably deem desirable, and in exercising any such rights to pay necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Landlord and all necessary and incidental costs and expenses, in connection with the performance of any such act by Landlord, per annum from the date of the making of such expenditure by Landlord, shall be deemed Additional Rent hereunder and shall be payable to Landlord.

13.19 Binding Effect. Subject to express provisions hereof to the contrary, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs,

successors and assigns during the Lease Term hereof and during any extensions or renewals of said Lease Term.

13.20 Limitation of Liability. There shall be no personal liability on Landlord, Landlord's shareholders, directors, officers, employees or any successor in interest with respect to any provisions of this Lease.

13.21 Waiver of Jury Trial and Counterclaim. The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors under or connected with this Lease or any of its provisions, any negotiations in connection therewith, or Tenant's use or occupation of the Leased Premises. In case Landlord shall commence summary proceedings or an action for nonpayment of rent hereunder against Tenant, Tenant shall not interpose any counterclaim of any nature or description in any such proceedings or action, but shall be relegated to an independent action at law.

13.22 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

[Signature Page Follows Immediately]

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

LANDLORD:

TENANT:

LUIG'S HOUSE, INC., an Illinois corporation

LH AURORA, LLC, an Illinois limited liability company

By: 
RICHARD J. PORTILLO, President

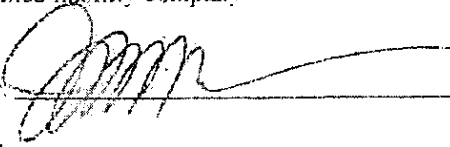
By: 
Its: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOTS 8 AND 9 IN MEIJER SUBDIVISION BEING A SUDVISION 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 26, 2000 AS DOCUMENT 2000-14526, IN DU PAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-21-200-058, 07-21-200-057

PROPERTY ADDRESS: 778 NORTH ROUTE 59, AURORA, ILLINOIS 60504

EXHIBIT B

RENT SCHEDULE

	<u>Per Month</u>	<u>Per Year</u>
Years 1-2	\$5,172.00	\$62,060.00
Year 3	\$6,206.00	\$74,472.00
Years 4-5	\$15,515.00	\$186,180.00
Years 6-10	\$17,842.25	\$214,107.00
<u>Option 1</u>		
Years 11-15	\$20,518.59	\$246,223.05
<u>Option 2</u>		
Years 16-20	\$23,596.38	\$283,156.51

RJD

RJD

RJD

EXHIBIT C

MEMORANDUM OF LEASE

Prepared by and after recordation return to:

Susan B. Shelton, General Counsel
Luigi's House, Inc.
2001 Spring Road, Suite 500
Oak Brook, IL 60522

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of the _____ day of _____, 20___ is made and entered into by and between LUIGI'S HOUSE, INC., an Illinois corporation ("Landlord") and LH AURORA, LLC, an Illinois limited liability company ("Tenant") with respect to that certain unrecorded Lease dated November 30, 2014, demising the premises herein described (as amended, the "Lease").

Landlord and Tenant hereby acknowledge and affirm that the Lease provides that:

1. For good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord those certain premises (the "Leased Premises") described on Exhibit A attached hereto.
2. The Lease Term of the Lease commences on November 30, 2014 (the "Effective Date"). The Lease Term will end ten (10) years thereafter, subject to extension as provided in Section 1.3 of the Lease, unless sooner terminated pursuant to the terms of the Lease.
3. Tenant will have the option to extend the Lease Term of the Lease for two (2) additional periods of five (5) years each under the terms and conditions of the Lease.
4. This Memorandum is not a complete summary of the Lease. Accordingly, Landlord and Tenant hereby agree that this Memorandum will not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum and the Lease, the Lease will control. Capitalized terms that are not defined herein are used as defined in the Lease.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

LUIGI'S HOUSE, INC.,
an Illinois corporation

By: _____
RICHARD J. PORTILLO, President

TENANT:

LH AURORA, LLC,
An Illinois limited liability company

By: _____
JAMES L. GAROFALO, Manager

STATE OF ILLINOIS)
)
) SS:
COUNTY OF DUPAGE)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard J. Portillo, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the President of Luigi's House, Inc., an Illinois corporation, appeared before me this day in person and acknowledged to me that he, being duly authorized, signed and delivered said instrument as his free and voluntary act in his capacity as President, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of _____, 20____.

NOTARY PUBLIC

COMMISSION EXPIRES:

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James L. Garofalo, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Manager of LH Aurora, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged to me that he, being duly authorized, signed and delivered said instrument as his free and voluntary act in his capacity as Manager, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of _____, 20____.

NOTARY PUBLIC

COMMISSION EXPIRES:

EXHIBIT A

LEGAL DESCRIPTION

LOTS 8 AND 9 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 26, 2000 AS DOCUMENT 2000-14526, IN DU PAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-21-200-058, 07-21-200-057

PROPERTY ADDRESS: 778 NORTH ROUTE 59, AURORA, ILLINOIS 60504

EXHIBIT D

GUARANTY OF LEASE

WHEREAS, a certain lease ("Lease"), more fully described below is being executed concurrently with this Guaranty of Lease:

- a. Landlord: Luigi's House, Inc.
- b. Tenant: LH Aurora, LLC
- c. November 30, 2014:
- d. Premises Address: 778 N. Route 59, Aurora, Illinois 60504

All capitalized terms not otherwise defined herein shall have the same meanings as such terms are defined in the Lease.

WHEREAS, the Landlord under the Lease requires as a condition to its execution of said Lease that the undersigned (herein referred to as "Guarantor" or "Guarantors") guarantee the full performance of the obligations of Tenant under the Lease as described herein.

WHEREAS, the undersigned are desirous that Landlord enter into the Lease with Tenant.

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord, Guarantors agree as follows:

1. Guarantors hereby unconditionally, jointly and severally guarantee the payment and performance of, all of the obligations of Tenant under the Lease arising or accruing during the Lease Term and any Option Term, thereof and any and all modifications thereof, including, but not limited to, the obligation to pay rent thereunder. This is an unconditional guaranty of payment and performance, and is not a mere guaranty of collection; therefore, Guarantors acknowledge and agree that Landlord may enforce this Guaranty of Lease against Guarantors even if Landlord has not exhausted Landlord's remedies against Tenant or any other person or Guarantor.

2. In such manner, upon such terms and at such times as Landlord shall deem best, and without notice to or the consent of Guarantors, Landlord may alter, compromise, extend or change the time or manner for the performance of any obligation hereby guaranteed, substitute or add any one or more guarantors, accept additional or substituted security for the performance of any such obligation, or release or subordinate any security therefor, any and all of which may be accomplished without any effect on the obligations of Guarantors hereunder. No exercise or non-exercise by Landlord of any right hereby given, no dealing by Landlord with Tenant, any other guarantor or other person, and no change, impairment or suspension of any right or remedy

of Landlord shall in any way affect any of the obligations of Guarantors hereunder or any security furnished by Guarantors or give Guarantors any recourse against Landlord.

3. Guarantors hereby waive and agree not to assert or take advantage of the following:

a. Any right to require Landlord to proceed against Tenant or any other person or to proceed or exhaust any security held by Landlord at any time or to pursue any other remedy in Landlord's power before proceeding against Guarantors;

b. Any defense based on the statute of limitations in any action hereunder or in any action for the performance of any obligation hereby guaranteed;

c. Any defense that may arise by reason of the incapacity, lack of authority, bankruptcy, death or disability of any other person or persons or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

d. Any right to receive demands, protests and notices of any kind including, but not limited to, notice of the existence, creation or incurring of any new or additional obligation or of any action or non-action on the part of Tenant, Landlord or any other person;

e. Any defense based on an election of remedies including, but not limited to, any action by Landlord which shall destroy or otherwise impair any subrogation right of Guarantors or the right of Guarantors to proceed against Tenant for reimbursement, or both;

f. Any duty on the part of Landlord to disclose to Guarantors any facts Landlord may now or hereafter know about Tenant, regardless of whether Landlord has reason to believe that such facts materially increase the risk beyond that which Guarantors intend to assume or have reason to believe that such facts are unknown to Guarantors or has a reasonable opportunity to communicate such facts to Guarantors, it being understood and agreed that Guarantors are fully responsible for being and keeping informed of the financial condition of Tenant and of all circumstances bearing on the risk of nonperformance of any obligation hereby guaranteed;

g. Any right to receive notice of or to consent to any amendments that may hereafter be made to the Lease; and

h. Any defense based on the fact that Guarantors' obligations hereunder are larger or more burdensome than that of Tenant's under the Lease.

4. Until all obligations hereby guaranteed shall have been fully performed, Guarantors shall have no right of subrogation and waive any right to enforce any remedy which Landlord now has or may hereafter have against Tenant and any benefit of, and any right to participate in, any security now or hereafter held by Landlord.

5. All existing and future obligations of Tenant to Guarantors, or any person owned in whole or in part by Guarantors, and the right of Guarantors to cause or permit itself or such person to withdraw any capital invested in Tenant are hereby subordinated to all obligations hereby guaranteed, and, without the prior written consent of Landlord, such obligations to Guarantors shall not be performed, and such capital shall not be withdrawn, in whole or in part, while Tenant is in default under the Lease.

6. All rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantors shall be cumulative and not alternative, and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord at law or in equity. This Guaranty of Lease is in addition to and exclusive of the guarantee of any other guarantor of any obligation of Tenant to Landlord.

7. The obligations of Guarantors hereunder are independent of the obligations of Tenant under the Lease, and, in the event of any default hereunder or under the Lease, a separate action or actions may be brought and prosecuted against Guarantors, whether or not Tenant is joined therein or a separate action or actions are brought against Tenant. Landlord may maintain successive actions for other defaults. Landlord's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all obligations hereby guaranteed shall have been fully performed.

8. Guarantors shall pay to Landlord, without demand, reasonable attorneys' fees and all costs and other expenses which Landlord shall expend or incur in collecting or compromising any obligation hereby guaranteed or in enforcing this Guaranty of Lease against Guarantors, whether or not suit is filed including, but not limited to, attorneys' fees, costs and other expenses incurred by Landlord in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving Guarantors which in any way affects the exercise by Landlord of its rights and remedies hereunder.

9. Should any one or more provisions of this Guaranty of Lease be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

10. This Guaranty of Lease shall inure to the benefit of Landlord and its successors and assigns, and shall bind the heirs, executors, administrators, successors and assigns of Guarantors. This Guaranty of Lease may be assigned by Landlord concurrently with the transfer of title to property covered by the Lease, and when so assigned, Guarantors shall be liable to the assignees without in any manner affecting the liability of Guarantors hereunder.

11. Upon full performance of all obligations hereby guaranteed, this Guaranty of Lease shall be of no further force or effect; provided, however, Guarantors' obligations hereunder shall continue and remain in effect if such full performance is avoided or recovered from Landlord as a preference, fraudulent transfer or otherwise.

12. No provision of this Guaranty of Lease or right of Landlord hereunder can be waived or modified, nor can Guarantors be released from Guarantors' obligations hereunder, except by a writing duly executed by Landlord.

13. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

14. If two (2) or more persons are signing this Guaranty of Lease as Guarantors, then all such persons shall be jointly and severally liable for the obligations of Guarantors hereunder.

15. This Guaranty of Lease shall be governed by and construed in accordance with the laws of the State of Illinois. In any action brought under or arising out of this Guaranty of Lease, Guarantors hereby consent to the jurisdiction of any competent court within the State of Illinois and hereby consent to service of process by any means authorized by Illinois law. This Guaranty of Lease shall constitute the entire agreement of Guarantors with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressed herein.

[Signature Page Follows Immediately]

IN WITNESS WHEREOF, Guarantors have caused this Guaranty of Lease to be executed as of the Effective Date of the Lease.

GUARANTOR: JAMES L. GAROFALO

Address: 830 Burns Ave.
Flossmoor, Illinois 60422

Telephone: _____

JAMES L. GAROFALO

GUARANTOR: GAROFALO RESTAURANT GROUP, LLC,
An Illinois limited liability company

Address: 830 Burns Ave.
Flossmoor, Illinois 60422

Telephone: _____

GAROFALO RESTAURANT GROUP, LLC,
an Illinois limited liability company

By: _____
JAMES L. GAROFALO, Manager