

LEASE AGREEMENT

LOCATION: 4151 McCoy Drive, Suites 151, 153 and 154, Aurora, Illinois 60504

LANDLORD: Fullerton Aurora KVR Square LLC, a Delaware limited liability company

TENANT: Friaco 1940 LLC, d/b/a Friaco's Mexican Restaurant

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EXHIBITS:

- Exhibit A - Site Plan
- Exhibit A-1 - Legal Description of Shopping Center
- Exhibit B - Landlord's Work
- Exhibit C - Description of Tenant's Work
- Exhibit D - Signage Criteria
- Exhibit E - Form of SNDA

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 27th day of JANUARY, 2016 (the "Effective Date"), by and between **Fullerton Aurora KVR Square LLC**, a Delaware limited liability company ("Landlord"), with its principal office at c/o NAI Hiffman Property Management, One Oakbrook Terrace, Suite 400, Oakbrook Terrace, IL 60181, and **Friaco 1940 LLC**, an Illinois limited liability company d/b/a Friaco's Mexican Restaurant ("Tenant"), with its principal office at 1321 IL-59, Shorewood, IL 60404.

ARTICLE I.

GRANT AND TERM

Section 1.01 - Premises:

Landlord hereby leases to Tenant for the Term (hereafter defined) and upon the covenants hereinafter set forth, approximately 4,167 square feet of area on the ground floor of certain premises cross-hatched on Exhibit A (the "Premises"), which Premises are located in Retail Building "KVR Square," situated on a parcel of land, referred to herein as the "Shopping Center," which is legally described on Exhibit A-1 attached hereto, and commonly known as 4151 McCoy Drive, Suites 151, 153 and 154, Aurora, Illinois 60504. Notwithstanding the foregoing, the term "Shopping Center" may include, at Landlord's election from time to time, other buildings, structures and parcels or tracts of land owned, leased or otherwise controlled by Landlord or by other parties which adjoin the Shopping Center. The exact square footage in the Premises shall be determined by Landlord's architect. Such square footage shall be measured from the mid-line of interior demising walls and the outside surface part of exterior demising walls, and shall include the totality of the area within such boundaries, including any mezzanines. The certificate of Landlord's architect as to square footage shall be binding upon both parties hereto. In the event the square footage, as determined by Landlord's architect, differs from the square footage set forth above, the Minimum Rent to be paid by Tenant as set forth in Article II and the Construction Allowance provided for in Article III shall be adjusted after the exact square footage is determined by multiplying the square footage by the amount(s) per square foot as set forth in Section 2.01 and Section 3.08 of this Lease.

Section 1.02 - Site Plan:

Exhibit A sets forth the general layout and the lease plan of the Shopping Center. Landlord does not warrant or represent that the Shopping Center has been constructed exactly as shown thereon. Landlord may change or alter any of the stores, Common Areas (hereinafter defined) or any other aspect of the Shopping Center, or may sell or lease any portions of the Shopping Center, all without the consent of or notice to Tenant. This Lease is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations, and all other encumbrances, restrictions and easements affecting the Shopping Center and the terms and provisions of certain declarations, reciprocal easement and operating agreements now or hereafter affecting the Shopping Center.

Section 1.03 - Liquor License Condition and Term:

During the period commencing on the Effective Date and ending Sixty (60) days after the Effective Date (the "Licensing Contingency Period"), Tenant shall diligently, and at Tenant's sole cost, seek to obtain the City and State liquor licenses necessary to permit Tenant to serve alcoholic beverages at the Premises in conjunction with the operation of its restaurant business (the "Liquor Licenses"). In the event Tenant is unable to obtain the Liquor Licenses on or before the date of expiration of the Licensing Contingency Period, Landlord or Tenant may terminate this Lease on ten (10) days prior written notice given to the other; provided, however, in the event the Liquor Licenses issue within such ten (10) day period or, if Landlord has given the notice of termination, in the event Tenant gives written notice to Landlord within such ten (10) day period that Tenant waives its right to terminate due to inability to obtain the Liquor Licenses, the notice of termination shall be void and of no further force or effect and this Lease shall continue in accordance with its terms. Tenant shall have no right of possession of the Premises until the Delivery Date (as hereinafter defined) and Landlord shall have no obligation to commence Landlord's Work until such time as the Liquor Licenses have been obtained or Tenant has waived its right to terminate the Lease for its inability to obtain the Liquor Licenses. Tenant shall make application for the Liquor Licenses within ten (10) days of the Effective Date

and shall thereafter act with diligence in the pursuit of same and Landlord will reasonably cooperate with Tenant in regard thereto, upon Tenant request, but at no out of pocket cost to Landlord. Within three (3) business days after obtaining the Liquor Licenses, Tenant shall give written notice to Landlord that the Liquor Licenses have been obtained.

The initial term (the "Initial Term") of this Lease shall be for a period of five (5) Lease Years commencing on the later of the following dates: (a) the date this Lease is fully executed by the parties; and (b) the Delivery Date (the "Term Commencement Date"), and expiring at midnight on the last day of the fifth (5th) Lease Year after the Rent Commencement Date occurs, unless sooner terminated in accordance with the provisions hereof (the "Expiration Date"). The term "Lease Year" as used in this Lease shall be defined to mean each successive twelve (12) calendar month period commencing on the Rent Commencement Date; provided, however, if the Rent Commencement Date occurs on a day other than the first day of the month, then the first (1st) Lease Year shall be extended to include the fractional month between the Rent Commencement Date and the first (1st) day of the immediately succeeding month. All subsequent Lease Years shall continue for twelve (12) calendar months thereafter, except that the last Lease Year shall terminate on the date this Lease is terminated. Within thirty (30) days after the Term Commencement Date, Landlord and Tenant shall enter into a supplemental agreement prepared by Landlord which affirms the Delivery Date, Rent Commencement Date, and the Expiration Date.

Section 1.04 – Option:

Provided Tenant is open and operating and is not otherwise in Default (hereafter defined), Tenant shall have, upon the expiration date of the Initial Term of this Lease, the right to extend the Initial Term of this Lease for two (2) additional periods of five (5) Lease Years each (the "Option Terms") upon the same terms, covenants, conditions and provisions of this Lease, except that the Minimum Rent shall be as set forth in Section 2.01 for the relevant period. The granting of the Option Terms shall be null and void should Tenant be in Default upon the Expiration Date of the Initial Term or the first Option Term, as applicable. In order to exercise an Option Term, Tenant shall provide Landlord with written notice at least one hundred eighty (180) days prior to the Expiration Date of the Initial Term or the first Option Term, as applicable. Failure to so provide said notice with respect to the applicable Option Term shall render the applicable Option Term null and void. Tenant agrees that the right to extend this Lease pursuant to this Section 1.04 is personal to Tenant, and is not available to any assignee or successor in interest to Tenant. For purposes of this Lease, the word "Term" shall mean the Initial Term and the Option Terms (if applicable), together.

ARTICLE II.

RENT

Section 2.01 - Minimum Rent:

(a) Commencing on the date that is One Hundred Fifty (150) days after the Term Commencement Date (the "Rent Commencement Date") and continuing during the entire Term of this Lease, Tenant shall pay annual "Minimum Rent" for the Premises to Landlord, without demand, deduction, set-off or counterclaim, in equal installments (the "Monthly Minimum Rent") in advance, on or before the first (1st) day of each month, as follows:

<u>Lease Year</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>	<u>Annual Minimum Rent PSF</u>
1	\$64,588.50	\$5,382.38	\$15.50
2	\$66,255.30	\$5,521.28	\$15.90
3	\$67,838.76	\$5,653.23	\$16.28
4	\$69,505.56	\$5,792.13	\$16.68
5	\$71,255.70	\$5,937.98	\$17.10
6	\$73,047.51	\$6,087.29	\$17.53
7	\$74,880.99	\$6,240.08	\$17.97
8	\$76,714.47	\$6,392.87	\$18.41

9	\$78,672.96	\$6,556.08	\$18.88
10	\$80,631.45	\$6,719.29	\$19.35
11	\$82,631.61	\$6,885.97	\$19.83
12	\$84,715.11	\$7,059.59	\$20.33
13	\$86,798.61	\$7,233.22	\$20.83
14	\$89,007.12	\$7,417.26	\$21.36
15	\$91,215.63	\$7,601.30	\$21.89

First Option Term

Second Option Term

(b) The first monthly installment of Minimum Rent shall be due upon the Rent Commencement Date; provided, however, Tenant shall pre-pay such first monthly installment of Minimum Rent concurrently with the execution of this Lease. If the Rent Commencement Date occurs on other than the first (1st) day of a month, Minimum Rent shall be prorated on a daily basis on the basis of a thirty (30) day month and paid on the first day of the next succeeding calendar month following the Rent Commencement Date.

Section 2.02 - Intentionally Omitted.

Section 2.03 - Intentionally Omitted.

Section 2.04 - Intentionally Omitted.

Section 2.05 - Payments by Tenant:

Throughout the Term of this Lease, Tenant shall pay to Landlord, without demand, deductions, set-offs or counterclaims, the Rent, which is hereby defined as the sum of the Minimum Rent, and all Additional Rent (as hereinafter defined), when and as the same shall be due and payable hereunder. Unless otherwise stated, all sums of money or charges payable to Landlord from Tenant under this Lease, other than Minimum Rent, are defined as "Additional Rent" and are due as and when stated under the terms of this Lease and if not so stated, then ten (10) days after the rendering of an invoice therefor, without any deductions, set-offs or counterclaims, and failure to pay such charges carries the same consequences as Tenant's failure to pay Minimum Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in coin or currency of the United States of America, at the following address or such other address as Landlord may from time to time indicate, by written notice given to Tenant: Fullerton Properties, Inc., c/o NAI Hiffman, One Oakbrook Terrace, Suite 400, Oakbrook Terrace, IL 60181. No payment to or receipt by Landlord of a lesser amount than that then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder. In the event Landlord bills Tenant for any charge hereunder, other than Minimum Rent, Common Area Expenses, Insurance Expenses, and Taxes, and within ninety (90) days of receipt of the same Tenant does not provide Landlord with notice that it disputes such charge, then Tenant waives any further right to dispute such charge, and that charge shall automatically become an account stated between Landlord and Tenant.

Section 2.06 - Security Deposit:

Tenant has previously submitted to Landlord, at Landlord's request, copies of Tenant's financial statements, financial records, and any other similar documentation from any person or entity affiliated with Tenant reflecting Tenant's financial condition and wherewithal as of the Effective Date (the "Financial Records"). Tenant represents to Landlord that the Financial Records are a true, accurate and complete representation of Tenant's financial condition

and wherewithal, and that Landlord reasonably relied on said Financial Records in order to agree to the Security Deposit for this Lease, which is a material term to this Lease. As security for the performance of its obligations under this Lease, Tenant, on execution of this Lease, shall deposit with Landlord the sum of Six Thousand Seven Hundred and No/100 (\$6,700.00) ("Security Deposit"), and agrees from time to time to pay Landlord within three (3) business days following receipt of a request therefor, any sum or sums of money paid or deducted therefrom by Landlord pursuant to the provisions of this Lease, in order that at all times during the Term there shall be continually deposited with Landlord, a sum which shall never be less than the amount originally deposited. The Security Deposit shall not be deemed an advance payment of Rent, nor a measure of damages for any default by Tenant under this Lease, nor shall the Security Deposit be a bar or a defense to any action that Landlord may commence against Tenant. In the event of any default by Tenant hereunder, Landlord shall have the right, but shall not be obligated, to apply or retain all or any portion of the Security Deposit in payment of Tenant's obligations hereunder, but any such application or retention shall not have the effect of curing any such default. Landlord shall not be obligated to hold the Security Deposit as a separate fund, but may commingle the same with its other funds. Upon expiration of the Term hereof, the Security Deposit (or the balance thereof remaining after payment out of the same or deductions therefrom as provided above) shall be returned to Tenant no later than thirty (30) days following such expiration. No interest shall be payable with respect to the Security Deposit. Landlord or any owner of the Building may transfer or assign the Security Deposit to any new owner of the Building or to any assignee or transferee of this Lease or may credit the Security Deposit against the purchase price of the Building and upon such transfer or credit all liability of the transferor or assignor of such security shall cease and come to an end. No mortgagee or person or entity who acquires legal or beneficial title to the Building from such mortgagee shall be liable for the return of the Security Deposit unless such funds are actually received by such mortgagee or purchaser.

Section 2.07 - Late Charge:

In the event any sums required hereunder to be paid are not received by Landlord within five (5) days from the date the same are due, then Tenant shall immediately pay, as Additional Rent, a service charge equal to the greater of One Hundred and No/100 Dollars (\$100.00) or ten percent (10%) of the past due sum. In addition, interest shall accrue on all past due sums at an annual rate equal to the greater of Six (6%), or three percent (3%) in excess of the prime rate of interest published from time to time in the *Wall Street Journal*. If publication of the *Wall Street Journal* is discontinued, a comparable commercial lending rate published by a responsible financial publication shall be selected by Landlord in substitution therefor. Such interest shall also be deemed Additional Rent. Notwithstanding this service and interest charge, Tenant shall be in default if all payments required to be made by Tenant are not made at or before the times herein stipulated.

Section 2.08 - Returned Checks:

In the event that Tenant's check for any Rent is returned for any reason, Tenant agrees to pay Landlord the sum of Seventy-Five and No/100 Dollars (\$75.00) as a handling charge in addition to any applicable late charge. *Returned checks must be redeemed by cashier's check. In the event more than one check is returned, Tenant agrees to pay all subsequent Rents by cashier's check.*

ARTICLE III

PREPARATION OF PREMISES

Section 3.01 - Landlord's Work:

Landlord, at its expense, shall construct the Premises substantially in accordance with the work described in Exhibit B ("Landlord's Work"), including obtaining all necessary building and occupancy permits only for such Landlord Work. All other work, if any, done by Landlord at Tenant's written request (other than Landlord's Work) shall be at Tenant's expense and shall be permitted and paid for by Tenant with such reimbursement to Landlord being made within thirty (30) days after Tenant's receipt of an invoice for such costs. The opening by Tenant of Tenant's business in the Premises shall constitute an acknowledgment by Tenant that Landlord has sufficiently performed all of Landlord's Work, subject to any punch list items that do not materially interfere with Tenant's use and enjoyment of the Premises.

Section 3.02 - Delivery Date:

(a) Tenant agrees to take physical possession of the Premises on the date Landlord tenders possession to Tenant with Landlord's Work substantially complete and to begin its work under Section 3.03 on such date. The date on which the Premises have been delivered to Tenant with Landlord's Work substantially complete shall be the "Delivery Date" of this Lease, and from and after the Delivery Date, Tenant agrees to diligently perform Tenant's Work to completion. If the Premises are not delivered to Tenant within six (6) months from the date of expiration or waiver of the Liquor License Contingency Period, Landlord and Tenant shall each have the option, to terminate this Lease upon prior written notice to the other party and, in such event, this Lease shall thereafter be null and void and of no further force or effect, and any money or security deposited hereunder shall be returned to Tenant and thereafter neither party shall have any further liability to the other, either for damages or otherwise, by reason of such termination as though this Lease had not been executed in the first instance. Under no circumstances shall Landlord be liable to Tenant in damages for any delay in commencing or completing Landlord's Work, or for a total failure to complete same or for a failure to deliver the Premises to Tenant.

(b) Tenant hereby expressly agrees that the entry or occupancy of the Premises by Tenant or Tenant's agents or contractors prior to the date herein fixed for the Rent Commencement Date shall be governed by and shall be subject to all of the terms and provisions of this Lease, and Tenant shall observe and perform all its obligations under this Lease, including, without limitation, its obligation to pay charges for temporary utilities, insurance required to be kept by Tenant, and other charges, but excepting its obligations to pay Minimum Rent, Common Area Expenses, Taxes, and Insurance, from the date upon which the Premises are made available to Tenant for its work (or from the date when Tenant commences to perform Tenant's Work, if earlier) until the Rent Commencement Date.

Section 3.03 - Tenant's Work:

(a) All work to construct the final improvements to the interior of the Premises necessary to render the Premises appropriate for Tenant's use permitted under Section 4.01(a) below is to be performed by Tenant at its expense ("Tenant's Work") in accordance with Exhibit C attached hereto and the provisions hereof, which Tenant's Work shall be as set forth in store design and working drawings approved by Landlord as provided hereinbelow. All entry into the Premises and work done by Tenant shall be at Tenant's risk. Tenant shall prepare and submit to Landlord store design and working drawings of Tenant's Work with respect to the Premises within thirty (30) days after the Effective Date. In the event Tenant's plans and specifications, in the sole judgment of Landlord or Landlord's architect, are unacceptable, incomplete, inadequate or inconsistent with the terms of this Lease and/or do not conform to the standards of design, motif, decor and quality established or adopted by Landlord and/or would tend to create an imbalance with or be incompatible with adjoining premises, and/or would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Premises or the building of which the same forms a part (the "Building"), and/or would interfere with the use and enjoyment of any adjoining space in the Building, and Landlord and Tenant are unable to agree upon store design drawings and/or working drawings, Landlord shall have the option, upon ten (10) days' written notice to Tenant, to declare this Lease null and void and of no further force and effect, in which event this Lease shall terminate without any further obligation or responsibility. Tenant shall have a period of ten (10) days to correct any identified objectionable items in such proposed plans and specifications. All work performed by Tenant shall be subject to Landlord's prior written approval and shall be in accordance with good construction practices, all applicable laws, including the Americans With Disabilities Act, codes, ordinances, regulations, and insurance requirements and Landlord's reasonable rules and regulations. No material deviations from the final plans and specifications, once approved by Landlord ("Tenant's Approved Plans"), shall be permitted. Landlord's approval of Tenant's plans and specifications shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and shall in no event create an express or implied confirmation that Tenant's Approved Plans or more particular design and/or working drawings related thereto have been prepared in accordance with the requirements of applicable laws, codes, ordinances and regulations.

Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant. Tenant agrees to pay for all the utilities used or consumed in the Premises by Tenant on and after the Delivery Date. Tenant shall obtain, at Tenant's sole expense, all building permits for Tenant's Work, and certificates and approvals which may be necessary so that a certificate of occupancy for the Premises may be issued. Except for the certificate of occupancy, which Tenant shall deliver to Landlord prior to Tenant's opening for business, copies of all such permits,

approvals and certificates shall be delivered to Landlord prior to Tenant commencing Tenant's Work. Tenant shall, within five (5) days after Landlord's approval of Tenant's plans and specification for Tenant's Work as provided herein, apply for and diligently pursue, using commercially reasonable efforts, all permits necessary for construction of Tenant's Work. Tenant shall ready the Premises for the opening of Tenant's business by the date that is one hundred fifty (150) days after the Term Commencement Date. During the performance of Tenant's Work and any permitted alterations as provided herein, Tenant and its contractor shall procure and maintain in effect the insurance coverages specified in Exhibit "C", attached hereto and made a part hereof. Prior to the commencement of any work by Tenant, Tenant shall deliver certificates of such insurance to Landlord. Contractors performing Tenant's Work shall be subject to Landlord's approval in its sole discretion.

(b) When Tenant shall have opened its store for business to the general public, fully stocked and staffed, and provided Tenant is not in default of the terms and provisions of this Lease, and further provided Tenant has delivered to Landlord the following: (a) Tenant's affidavit stating that Tenant's Work has been completed in strict compliance with Exhibit C and Tenant's Approved Plans, including a breakdown of Tenant's final and total construction costs, together with proof, reasonably satisfactory to Landlord, of payment thereof; (b) an affidavit of the general contractor performing Tenant's Work stating that Tenant's Work has been fully completed in strict compliance with Exhibit C and Tenant's Approved Plans and that all subcontractors, laborers and materials suppliers, who supplied materials and/or labor for Tenant's Work (whose names and addresses and contract amounts, including change orders, shall be recited in the affidavit) have been paid in full, and that all liens therefor that have been or might be filed have been discharged of record or waived; (c) a complete release and waivers of lien executed by said general contractor, and releases and waivers of lien executed by every subcontractor supplying labor and/or materials for Tenant's Work; (d) the certificates of insurance referred to and mentioned in Article VIII hereof; (e) if requested by Landlord, documentation satisfactory to the title company insuring Landlord's fee title to permit it to issue endorsements to Landlord's policy of title insurance in connection with Tenant's Work, in form and substance reasonably acceptable to Landlord; and (f) Tenant's payment of the first month's Rent; then Landlord shall, within thirty (30) days thereafter, pay to Tenant, as Landlord's contribution to Tenant's Work, an amount equal to Ten and 79/100 Dollars (\$10.79) per square foot of the Premises (\$45,000 for 4,167 sq. ft.), based on the square footage of the Premises as determined herein (hereafter referred to as the "Construction Allowance"). The Construction Allowance may, at Landlord's election, be paid through a construction escrow with a title company acceptable to Landlord, at Landlord's election, pursuant to a construction escrow agreement in form and substance acceptable to Landlord, in its sole discretion; provided, however, that Landlord shall bear all escrow charges and date down policy fees associated with any such construction escrow.

The provisions of this Section shall operate as and be deemed to be a condition precedent to Tenant's right to receive and be paid its Construction Allowance. Tenant agrees that no part or portion of said Construction Allowance shall vest in Tenant, nor shall Tenant, assign, encumber or create a security interest in such Construction Allowance prior to full and complete compliance with all of the provisions of this Section.

Section 3.04 - Alterations by Tenant:

(a) Tenant may not make any exterior or structural alterations to the Premises without the prior written consent of Landlord. In addition, Tenant shall not make any interior alterations, except for alterations to the decor of the Premises provided such alterations affect color or merchandising aspects of the interior only, without giving prior written notice to Landlord and Landlord giving Tenant its written consent therefor. Any such alterations shall be performed in a good and workmanlike manner and in accordance with applicable legal and insurance requirements and the terms and provisions of this Lease.

(b) In the event that any mechanic's lien is filed against the Premises or Shopping Center as a result of any work or act of Tenant, Tenant, at its expense, shall discharge or bond off the same within ten (10) days from the filing thereof. If Tenant fails to discharge said mechanic's lien, Landlord may bond or pay without inquiring into the validity of merits of such lien and all sums so advanced shall be paid to Landlord as Additional Rent.

(c) If, in an emergency, it shall become necessary to make repairs required to be made by Tenant, Landlord may reenter the Premises and proceed to have such repairs made and pay the costs thereof. Tenant shall pay Landlord the costs of such repairs as Additional Rent.

Section 3.05 - Remodel:

During the Term of this Lease, Tenant agrees to refurbish (carpet, paint, replace fixtures, etc.) the Premises as needed and required in order to maintain a first class operation.

Section 3.06 - Roof Penetrations:

No roof penetrations shall be made without the written consent of Landlord, and then only by Landlord's roof contractor so there is no violation of the roof warranty.

Section 3.07 - Title to Improvements:

Title to the Premises and all other improvements, except for any moveable trade fixtures, or personal property installed by Tenant which are now or shall hereafter be made, erected, constructed, installed or placed, on, above, or below the Premises shall be deemed vested in Landlord during the Term and thereafter. Tenant agrees to execute and deliver to Landlord such deeds, assignments or other instruments of conveyance as Landlord may reasonably deem necessary to confirm Landlord's sole ownership of and fee simple title to the same.

ARTICLE IV.

CONDUCT OF BUSINESS

Section 4.01 - Use and Trade Name:

(a) The Premises shall be used and occupied for the following purpose only, and for no other purpose whatsoever: operating a full service, sit down Mexican restaurant, with catering and take out services, provided the same does not violate the restrictive use of any other tenant or occupant in the Shopping Center, or any covenants, conditions or restrictions of record affecting the Shopping Center and it is otherwise permitted by law (the "Permitted Use"). Landlord represents that as of the date of this Lease, the only use restrictions imposed by other occupants of the Shopping Center are those set forth on Exhibit "F", attached hereto and made a part hereof, that Tenant's Permitted Use is not violative of same and that there are no restrictions on title barring use for the Permitted Use. Tenant shall not use or permit use of the Premises for the uses set forth on Exhibit "F".

(b) If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Premises, or if a failure to procure such a license or permit might or would in any way adversely affect Landlord or the Shopping Center, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such a license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit.

(c) Tenant shall operate its business from the Premises under the following trade name only and under no other trade name: Friaco's. Tenant covenants, warrants and agrees that it has the absolute, undisputed right to use the trade name, Friaco's. Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees, shareholders, members, partners, limited partners and shareholders from any and all losses, costs, expenses (including attorneys' fees) claims, liabilities or judgments directly or indirectly arising from a violation of Tenant's representations contained in the foregoing sentence.

(d) Landlord agrees that subsequent to the Effective Date and throughout the Term of this Lease, Landlord will not enter into a lease of space in the Shopping Center that permits the premises so leased to be used primarily for the operation of a full-service or quick-serve Mexican food restaurant ("Tenant's Exclusive"). A restaurant will be considered used "primarily" for the operation of a full-service or quick-serve Mexican food restaurant if more than ten (10%) percent of its gross sales is derived from the sale and service of Mexican cuisine. If any other tenant of the Shopping Center whose lease is dated after the date of this Lease, uses its premises for Tenant's Exclusive, Tenant may notify Landlord, in writing, and may request that Landlord enforce the provisions of such lease to prevent the continuation of use as Tenant's Exclusive. Landlord may, at Landlord's option, take reasonable action to enforce the provisions of such lease within thirty (30) days after Landlord's receipt of the notice from Tenant;

however, if Landlord fails to do so, Tenant may, at its expense, bring suit against such tenant in a court of competent jurisdiction to terminate such use for Tenant's Exclusive. Tenant agrees that the provisions of this Section 4.01(d) shall be of no force and effect if, at any time, in Landlord's reasonable judgment, the right granted to Tenant in this Section would violate any statute, decision, order, ruling or decree of any court or any governmental, legislative, administrative, regulatory, adjudicatory or arbitrational body or agency having jurisdiction over Landlord, Tenant or the Premises, or if a Default exists. This Section will not apply to any lease that has been executed prior to the date of this Lease and any assignment or sublease of any such lease or any renewal, expansion or relocation of any space that is the subject of any such lease. Tenant agrees to defend, protect, indemnify and hold Landlord harmless from and against any and all liability, judgments, losses, costs (including, without limitation, attorneys' fees and court costs), cause of action and damages arising out of or in connection with the right of action granted to Tenant pursuant to the provisions of this Section or Tenant's exercise of it.

Section 4.02 – Operation of Business:

(a) Tenant agrees to open for business to the public on or before the date that is One Hundred and Fifty (150) days after the Term Commencement Date and during the entire Term of this Lease continuously conduct its regular business operation on all days from at least 10:00 a.m. until 8:00 p.m. Monday through Saturday and from 10:00 a.m. until 6:00 p.m. on Sundays. Tenant acknowledges that its continuous operation in the Shopping Center during the entire Term of this Lease is a key factor to the success of the Shopping Center.

(b) The parties covenant and agree that because of the difficulty or impossibility of determining Landlord's damages by way of loss of value in the property because of Landlord's diminished ability to sell or mortgage the Shopping Center, or adverse publicity or appearance by Tenant's actions, should Tenant (i) fail to take possession and open for business in the Premises fully fixtured, stocked and staffed on or before the Rent Commencement Date, (ii) vacate, abandon, or desert the Premises, or (iii) cease operating Tenant's business therein during the Term of this Lease (except where the Premises are rendered untenable by reason of fire, casualty, or condemnation), then and in any of such events (hereafter referred to as "failure to do business"), Landlord shall have the right, at its option, in addition to all remedies available to Landlord, (aa) to double the Minimum Rent reserved for the period of Tenant's failure to do business, computed at a daily rate for each and every day during such period, and such increase in Minimum Rent shall be deemed to be liquidated damages payable by Tenant to Landlord, and Landlord shall not be required to prove actual damages, and/or (bb) to treat such failure to do business as an event of Default. Said liquidated damages shall be payable monthly, concurrently with monthly installments of Minimum Rent. For purposes of this Section 4.02(b), Tenant shall be deemed to have "vacated", "abandoned" or "deserted" the Premises notwithstanding the fact that Tenant may have left all or any part of its trade fixtures or other personal property in the Premises. Nothing herein shall be construed as a limitation upon Tenant's obligation to continuously conduct business in the manner required by this Lease or upon Landlord's remedies under any other provision of this Lease.

Section 4.03 - Utilities:

Tenant, at its expense, shall arrange for and pay all costs of the charges for all utilities and services provided or used in or at the Premises, including, without limitation, janitorial and cleaning services for the Premises, commencing with the Term Commencement Date and throughout the Term of this Lease. Tenant shall pay directly to the public utility companies the cost of any installation of any and all such utility services. In the event that Landlord supplies or pays for any such utilities, then as Additional Rent, Tenant shall reimburse Landlord for the same. Gas and electric will be separately metered to the Premises, but in the event, for any reason whatsoever, any other utility, including water, is not separately metered, then, and in that event, Tenant shall be responsible for its share based upon the formula that Landlord, in its reasonable discretion, deems appropriate. Landlord reserves the right, but has no obligation, to provide separate submeters for any utilities that are not separately metered and upon provision of any submeter, Tenant shall be obligated to pay in accordance with its usage. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from the installation and maintenance of such utility services and from all costs and charges for utilities consumed on or by the Premises. Landlord shall not be liable to Tenant for damages or otherwise (i) if any utilities shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a default, termination or an eviction; provided however, in the event the interruption of utility service is not caused by

Tenant and continues for a period in excess of fourteen (14) days, Monthly Minimum Rent shall be abated, day for day, for each day after the fourteenth (14th) day that such utility service is unavailable.

Section 4.04 - Signage:

(a) Tenant shall install and maintain one (1) sign affixed to the front of the Premises in a location, size and style designated by Landlord, subject to the prior written approval of Landlord, which Landlord may withhold in its sole discretion. Notwithstanding Landlord's approval and/or the terms of this Lease, Tenant's sign shall conform to all applicable legal and insurance requirements and limitations. Subject to the foregoing, Tenant's sign shall be consistent with the specifications and requirements contained in Exhibit D, attached hereto. Tenant shall pay for all costs in connection with such sign and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Shopping Center and/or Premises thereby. In the event Landlord deems it necessary to remove such sign, then Landlord shall have the right to do so, provided, however, Landlord shall replace said sign as soon as practicable at Landlord's sole cost. No additional signs, which can be seen from the exterior of the Premises, shall be installed or displayed in, on or about the Premises without the prior written consent of Landlord. Any interior signs must be tasteful and shall be prepared in a professional manner (not hand-lettered).

(b) Tenant, at its sole cost and expense, shall be entitled to install one (1) double sided sign panel identifying the name of its business on the main free-standing sign for the Shopping Center (the "Main SC Sign") in the top position. Tenant shall reimburse Landlord for Tenant's prorata share of the reasonable actual costs and expenses incurred in maintaining, providing electricity to, repairing, replacing and operating the Main SC Sign, except that the full cost of the repair or replacement of Tenant's panel shall be borne by Tenant. The design and contents of Tenant's sign panel shall be subject to Landlord's written approval, which Landlord may withhold in its sole discretion. Notwithstanding Landlord's approval and/or the terms of this Lease, Tenant's Main SC Sign sign panel shall conform to all applicable legal and insurance requirements and limitations. Moreover, notwithstanding Landlord's approval and/or the terms of this Lease, any and all permits and/or approvals for the Tenant's Main SC Sign sign panel required by any governing ordinance(s) shall be obtained by Tenant, at Tenant's sole cost and expense, prior to installation on the Main SC Sign.

Section 4.05 - Tenant's Warranties:

Tenant warrants, represents, covenants and agrees to and with Landlord, that throughout the Term hereof it shall: (i) keep the Premises and any platform or loading dock used by Tenant in a neat and clean condition, (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business or fixtures, and pay when due all fees of similar nature, (iii) observe all rules and regulations established by Landlord for tenants in the Shopping Center, (iv) observe all restrictive covenants of record which are applicable to the Shopping Center, (v) not use the parking areas or sidewalks or any space outside the Premises for display, sale, storage, or any other similar undertaking, (vi) not use any advertising medium or sound devices inside the Premises which may be heard outside the Premises, or make or permit any objectionable noises or odors to emanate from the Premises, (vii) keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Premises, (viii) keep the temperature within the Premises at such levels as may be required by any federal, state or local laws, ordinances or regulations, (ix) maintain a full staff of employees and a full and complete stock of merchandise, if applicable (x) employ only such labor in the performance of any work in and about the Premises as will not cause any conflict or controversy with any labor organization representing trades performing work for Landlord, its contractors or subcontractors, (xi) not conduct any auction, distress, fire or bankruptcy sale (whether real or fictitious) or conduct the type of business commonly referred to as "discount" or "cut-price", (xii) not use or permit the use of any part of the Premises for the sale, rental, display or operation of amusement, electronic, video machines, games, cassettes or devices without the prior written consent of Landlord or allow the sale or offering of any lottery or raffle tickets or permit any form of games of chance or gambling, in any form, without such similar consent, (xiii) not allow the operation of any coin operated or vending machine or pay phone in the Premises, except in areas reserved solely for the use of Tenant's employees, (xiv) conduct its sales practices consistent with the standards and practices generally acceptable in first-class retail shopping centers, display and sell only first-quality merchandise in the Premises, and conduct its business in the Premises in a lawful manner and in good faith, (xv) not do any act tending to injure the reputation of the Shopping Center as determined by Landlord, and (xvi) not commit or suffer to be committed any waste upon the Premises, not place a load upon any floor of the Premises which exceeds the floor load per square foot

area which such floor was designated to carry, and not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Shopping Center.

Section 4.06 - Legal Requirements:

Tenant shall at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations and other requirements respecting all matters of occupancy, condition or maintenance of the Premises, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them on request.

Section 4.07 - Food Tenant Covenants.

(a) Tenant shall, at its sole cost and expense, prior to opening the Premises for business, and at all times thereafter during the Term, provide the necessary exhaust fans and systems, ductwork and venting to ensure that all smoke, odors, vapors and steam are exhausted from the Premises. Tenant shall be sure that such systems shall be installed so as to prevent the unreasonable discharge of smoke, odors, vapors and steam into the Shopping Center and to avoid the likelihood that such smoke, odors, vapors and steam will be directed to or carry to the Shopping Center or any part of the Shopping Center leased by others.

Landlord shall not, by its approval of the location, construction or appearance of any of Tenant's exhaust system or facilities in the Premises, be deemed to have represented that such systems are adequate or that the same comply with any applicable law, ordinance or regulation, nor shall such approval be deemed a waiver by Landlord of the right to require that Tenant modify such systems or facilities or add other or additional such systems or facilities (if so required by the City of Aurora) in order to prevent the discharge of smoke, odors, vapors and steam into the Building or any part of the Building leased to others or to avoid such smoke, odors, vapors and steam being directed to or carried to the Building or any part of the Building leased to others.

Tenant's exhaust or venting systems shall include fire prevention and/or extinguishment facilities or systems as may be reasonably necessary in Tenant's commercially reasonable judgment and/or which are required by governmental authorities. This shall be in addition to any sprinkler or other fire protection facilities installed in the Premises.

Tenant shall regularly and adequately clean or provide for the cleaning of all exhaust and venting systems serving the Premises. This cleaning shall include degreasing of all hoods, fans, vents, pipes, flues, grease traps and other areas of such systems subject to grease buildup. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is doing such cleaning and degreasing or causing it to be done. In the event that Tenant shall refuse or fail to clean and degrease such systems or to arrange for the cleaning and degreasing of such systems, then after thirty (30) days written notice to Tenant, if Tenant has not cured the same, Landlord may arrange for the cleaning and degreasing thereof, and Tenant shall pay the entire cost thereof plus an administrative charge equal to eighteen percent (18%) of the cost thereof. Except for the negligent or intentional acts of Landlord, its employees and agents, Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's stock in trade or business by reason thereof, including but not limited to any loss of revenues resulting from any required limitation or cessation of Tenant's business while such cleaning is performed or as a result thereof. Landlord's performance of such cleaning and degreasing work shall not release Tenant of Tenant's obligations hereunder nor shall the same be deemed to be a waiver by Landlord or Tenant's default for the failure to perform such cleaning.

(b) Tenant shall, at its sole cost and expense, engage professional exterminators to service the Premises, including but not limited to all food preparation and food storage areas, at such frequency and to the extent necessary to keep the Premises free of insects, rodents, vermin and other pests and to prevent insects, rodents, vermin and other pests from the Premises infesting spaces in the Shopping Center or any part of the Shopping Center leased to others. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is causing such exterminating to be regularly performed. In the event that Tenant shall refuse or fail to have such exterminating regularly performed, then after thirty (30) days written notice to Tenant, if Tenant has not cured the same, Landlord may arrange for such work to be done, and Tenant shall pay the entire cost thereof plus an administrative charge of eighteen percent (18%) of the cost thereof. Landlord's arranging for such extermination shall not release Tenant from Tenant's obligations hereunder

nor shall the same be deemed to be a waiver by Landlord of Tenant's default for the failure to have such extermination performed.

(c) As part of Landlord's Work, Landlord is providing the necessary piping, connections, catch basins and other facilities for the connection of the Premises to the shared grease trap for the Shopping Center to be used by Tenant in common with other restaurant and food operators of the Shopping Center so as to allow for removal of all waste liquids from the Premises in compliance with all applicable codes and ordinances of the City of Aurora, State of Illinois, and other governmental authorities having jurisdiction. Tenant shall reimburse Landlord for Tenant's pro rata share (equitably computed as a percentage of the total of all restaurant and food operators of the Shopping Center) of all expenses incurred by Landlord in connection with the common grease trap, including, but not limited to the cleaning, management, operation, maintenance, repair and replacement thereof and Tenant shall make such reimbursement to Landlord on demand (but in no event more often than monthly), as Additional Rent. Tenant's Work shall be performed in a manner that properly connects Tenant's installations to the necessary piping, connections, catch basins and other facilities installed by Landlord as part of Landlord's Work to connect the Premises to the shared grease trap for the Shopping Center, so as to prevent the discharge of waste liquids or odors therefrom into the Premises or into any part of the Shopping Center.

Tenant shall not (x) dispose of waste grease, oil or other materials which tend to cause clogging or blockage of pipes and drains (hereinafter collectively referred to as "grease") by pouring or permitting the same to flow into any drains or pipes not connected to the shared grease trap or other grease trap, if any, installed by Tenant, or (y) use any chemicals or other cleaning methods which could damage the drain pipes or other portions of the drainage and/or sewer systems in the Premises or the Shopping Center or serving the Shopping Center. In the event that Tenant shall do so, Tenant shall reimburse Landlord for the entire cost of cleaning of all drains, pipes, sewers or other waste liquid disposal system damaged thereby plus an administrative charge of eighteen percent (18%) of the cost thereof. For this purpose, the term "cleaning" shall be deemed to include the replacement of all or any portion of the waste liquid disposal facilities necessitated by Tenant's improper disposal of grease.

(d) All equipment installed or used by Tenant in the Premises shall be properly installed and, where necessary, with adequate electrical wiring in conformity with the recommendations of the manufacturers thereof and with all applicable codes and ordinances.

(e) Because of the unique nature of Tenant's business, Tenant agrees that:

(i) it will require that all purveyors with whom Tenant does business adequately and securely package all goods and merchandise so as to prevent any leaking, spilling, spoilage, odors or infestation;

(ii) if any leaking or spilling shall occur or if any of goods and merchandise shall fall out of any containers or packages, Tenant shall be responsible for and shall immediately cause the same to be cleaned and removed and restore any damage to the Shopping Center that may result therefrom;

(iii) it will immediately transfer all goods and merchandise received to the Premises and properly store the same in the Premises so as to retard any spoilage thereof, to prevent any odors emanating therefrom and to prevent the infestation thereof,

(iv) it shall make adequate provision for trash containment to prevent them from being blown outside the Premises; and

(v) it shall store all trash and other waste in contained exterior dumpsters or within the Premises in containers, such containers to be kept in temperature controlled areas of the Premises. Landlord shall attend to the frequent disposal of such materials and Tenant shall pay its share of the cost of same. Tenant's share of such trash storage and removal service costs shall be determined, at Landlord's option, either (aa) by multiplying such trash storage and removal service costs by a fraction, the numerator shall be the total square footage of the Premises, and the denominator shall be the average total gross leased and occupied square footage in the Shopping Center for the applicable billing period, or (bb) on the basis of a separate metering or monitoring of Tenant's use of such services or facilities). Tenant understands and agrees

that trash storage and removal must be done by Tenant using containers reasonably approved by Landlord at such times and in such manner as Landlord may reasonably direct and subject to such reasonable rules and regulations in respect thereto as Landlord may, from time to time, adopt. Tenant further understands and agrees that such rules and regulations may be different than those which apply to trash removal by other tenants in the Shopping Center.

Section 4.08 - Hazardous Materials:

Tenant agrees that it will not use, install, permit, hold, release or dispose of any Hazardous Material (defined hereafter) on, under or at the Premises or the Shopping Center and that it will not use or permit the use of the Premises or any other portion of the Shopping Center as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material. Tenant further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Premises. Tenant hereby holds Landlord harmless from and indemnifies Landlord against any and all losses, liabilities, damages, injuries, costs, expenses, fines, penalties, and claims of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect result of (i) a breach by Tenant of the foregoing covenants, or (ii) to the extent caused or allowed by Tenant or any agent, contractor, employee, invitee or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, onto or into the Premises, the Shopping Center, the atmosphere, or any watercourse, body of water or groundwater, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, collectively "Environmental Laws"); and the provisions of and undertakings and indemnification set out in this paragraph shall survive the termination of this Lease, and shall continue to be the personal liability, obligation and indemnification of Tenant, binding upon Tenant, forever, subject to the applicable statute of limitations. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Lease. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

Section 4.09 - Intentionally Omitted.

ARTICLE V.

COMMON AREA

Section 5.01 - Definition:

The term "Common Area" shall mean the interior and exterior areas and facilities within the Shopping Center which are (i) not leased to a tenant, or (ii) by nature not leasable to a tenant for the purpose of the sale of merchandise or the rendition of services to the general public. Common Area shall include but shall not be limited to all parking areas and facilities, roadways, driveways, entrances and exits, truck service ways and tunnels, utilities, water filtration and treatment facilities, detention facilities, retention ponds or basins located within or outside the Shopping Center, retaining and exterior walls, sidewalks, open and enclosed malls, outside courts, landscaped and planted areas, escalators, stairways, elevators, service corridors, service areas, loading docks, hallways, public restrooms, community rooms or areas, roofs, equipment, signs and any special services provided by Landlord for the common or joint use and benefit of all tenants or other occupants of the Shopping Center, their employees, customers and invitees.

Section 5.02 - Use:

During the Term of this Lease, Tenant is granted, subject to Landlord's rules and regulations promulgated by Landlord from time to time, the nonexclusive license to permit its customers and invitees to use the sidewalks, customer parking areas, and the entrance and exit ways designated by Landlord for access and egress to and from the Premises from a public street or highway. Notwithstanding anything contained in this Lease to the contrary (but subject to the limitations contained in Section 1.02), Landlord shall have the right, at any time and from time to time, without notice to or consent of Tenant, to change the size, location, elevation and nature of any of the stores in the Shopping Center or of the Common Area (including the right to construct, remove, or demolish any improvements or buildings), or any part thereof, or of the common areas of the Shopping Center, including, without limitation, the right to locate and/or erect thereon kiosks, structures and other buildings and improvements of any type. Subject to any easements and restrictions of record granted or approved by Landlord from time to time, Common Area shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, at any time and from time to time, to establish, modify, amend and enforce rules and regulations with respect to the Common Area and the use thereof. Tenant agrees to abide by and conform with such rules and regulations on notice thereof and to cause its permitted concessionaires, invitees and licensees and its and their employees and agents to do the same.

Section 5.03 - Common Area Expenses:

Landlord or its designee shall maintain and keep in good service and repair the Common Area. The manner in which such areas and facilities shall be maintained, managed and operated, and the expenditures therefor, shall be at the sole discretion of Landlord or its designee and the use of such areas and facilities shall be subject to such reasonable rules and regulations as Landlord shall make from time to time. Starting with the Rent Commencement Date and continuing throughout the entire Term of this Lease, Tenant shall pay Landlord, as Additional Rent, Tenant's Proportionate Share (as defined below) of the total costs and expenses incurred or payable by Landlord in connection with operating, managing, repairing, replacing, maintaining, insuring, equipping, lighting, and providing sanitation and sewer and other services which are attributable to the Common Area of the Shopping Center ("Common Area Expenses"), it being agreed between the parties that the method of estimating the amounts so attributable to the Common Area of the Shopping Center shall be at the sole discretion of Landlord. Landlord's reasonable estimate of Tenant's Proportionate Share of Common Area Expenses shall, as Additional Rent, be paid in advance, in equal monthly installments on or before the first day of each month. The manner in which said payment shall be used shall be within the sole discretion and control of Landlord. Common Area Expenses shall include, but not be limited to, the following costs and expenses as they relate to the Common Area: (i) gas, electricity, water, sewer and other utility charges (including surcharges) of whatever nature, (ii) building personnel costs, including, but not limited to, salaries, wages, employment taxes, fringe benefits and other direct and indirect costs of engineers, superintendents, watchmen, porters and any other building personnel, (iii) costs of service and maintenance contracts, including, but not limited to, chillers, boilers, controls, windows, janitorial and general cleaning, trash removal, security services, and management fees, (iv) all other maintenance and repair expenses (including those payable by Landlord under Section 6.01 hereof) and supplies which may be deductible for such calendar year in computing Federal income tax liability, (v) any other costs and expenses incurred by Landlord in operating the Shopping Center, (vi) the cost of any additional services not provided to the Shopping Center at the Rent Commencement Date but thereafter provided by Landlord in the prudent management of the Shopping Center, (vii) the cost of any capital improvements which are made by Landlord after completion of initial construction of the Shopping Center; provided, however, the cost of each such capital improvement, together with any financing charges incurred in connection therewith, shall be amortized and/or depreciated over the useful life thereof and only that portion attributable to such calendar year shall be included in the Common Area Expenses for such calendar year, (viii) deposits into reserve accounts for capital improvements, (ix) the expenses associated with costs, repair, replacement, and maintenance of the roofs, curbs, gutters, sidewalks and paved areas of the Shopping Center, provided, if the same are capital improvements, they are amortized and/or depreciated over the useful life thereof in accordance with (vii) above, (x) landscaping costs, (xi) snow and ice removal costs, (xii) any assessments and/or other costs or expenses due under any declarations or reciprocal easement and operating agreements, and (xiii) Landlord's customary additional administrative fee to be paid to Landlord in connection with the Shopping Center.

Common Area Expenses shall not include (aa) principal payments or interest payments on any mortgages or deeds of trust on the Shopping Center, (bb) leasing commissions payable by Landlord, or (cc) any amounts paid by Landlord with respect to a particular tenant of the Shopping Center.

Tenant's proportionate share of Common Area Expenses shall be calculated by multiplying the Common Area Expenses by Tenant's Proportionate Share. Tenant's Proportionate Share shall be calculated by dividing the total leasable area of the Premises by the total leasable area in the Shopping Center. As of the Effective Date of this Lease, Landlord estimates that Tenant's Proportionate Share for Common Area Expenses and Insurance Charges (as provided in Section 8.02 below), in the aggregate, is \$3.32 per square foot of leasable area of the Premises per annum (or \$13,834.44 per annum based upon 4,167 square feet of space for the Premises), provided that such estimate may be modified by Landlord by written notice given to Tenant from time to time during the Lease Term. Notwithstanding any provision to the contrary, there shall be a 7% cap on increases in those Common Area Expenses that are "controllable", as hereinafter defined, so that, in computing the amount of Common Area Expenses for 2017 and each following calendar year during the Term, the annual total amount of controllable Common Area Expenses shall not exceed the annual total amount of controllable Common Area Expenses for the immediately preceding calendar year, multiplied by 1.07. For purposes hereof, "controllable Common Area Expenses" shall mean only the following costs and expenses: (i) costs and expenses incurred under a service contracts for regular and routine Common Area services, maintenance and repair, such as, without limitation, trash removal and grounds maintenance, except that snow removal costs are not considered controllable Common Area Expenses, and (ii) wages and salaries of administrative personnel. For the avoidance of doubt, each of the following are not included in controllable Common Area Expenses: (a) costs and expenses for maintenance or other services, the need for which could not reasonably have been foreseen, (b) the amortization of costs of capital improvements permitted to be included in Common Area Expenses, (c) utility costs; and (d) cost increases associated with union labor, it being understood that if union labor is utilized in the future in lieu of non-union labor, increases in costs associated with the union labor shall not be controllable Common Area Expenses.

At the end of each calendar year, there shall be an adjustment if the amount paid by Tenant is less than Tenant's Proportionate Share of Common Area Expenses actually incurred in that year. Within ninety (90) days after the end of each calendar year, Landlord shall endeavor to deliver to Tenant a statement of Common Area Expenses for such calendar year and Tenant shall pay Landlord or Landlord shall credit Tenant (or, if such adjustment is at the end of the Term, pay Tenant), within thirty (30) days of receipt of such statement, the amount of any excess or deficiency, as the case may be, in Tenant's payment of its portion of Common Area Expenses for the calendar year. Within ninety (90) days after Landlord has provided Tenant with the statement of Common Area Expenses, Tenant may give Landlord written notice ("Review Notice") that Tenant intends to review Landlord's records of the Common Area Expenses for the calendar year to which the statement applies. Within thirty (30) days after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection at Landlord's office that are reasonably necessary for Tenant to conduct its review. Tenant will be solely responsible for all costs, expenses and fees incurred for the audit, unless the audit confirms (and Landlord's auditor has independently confirmed the same) that Landlord overcharged Tenant by 5% or more, in which case the reasonable audit fees will be paid by Landlord, but such fees shall not exceed \$1,000.00. Within ninety (90) days after the records are made available to Tenant, Tenant will have the right to give Landlord written notice (an "Objection Notice") stating in reasonable detail any objection to Landlord's statement of Common Area Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the ninety (90) day period or fails to provide Landlord with a Review Notice within the ninety (90) day period described above, Tenant will be deemed to have approved Landlord's statement of Common Area Expenses and will be barred from raising any claims regarding the Common Area Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant will work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Common Area Expenses for the calendar year are less than reported, Landlord will provide Tenant with a credit against the next installment of Minimum Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Common Area Expenses for the calendar year are greater than reported, Tenant will pay Landlord the amount of any underpayment within 30 days. The records obtained by Tenant will be treated as confidential. This paragraph will survive expiration of the Lease for a period of one (1) year.

ARTICLE VI.

REPAIRS AND MAINTENANCE

Section 6.01 - Landlord's Obligations:

Landlord or its designee shall keep in good repair (including replacement), the sewer and water lines outside the Premises and the structural supports of the Premises, and the roof of the Premises (which costs shall be included in Common Area Expenses as provided hereinabove). Notwithstanding anything to the contrary in this Lease, Landlord shall not be required to repair any and all leaks in the roof of the Building caused by Tenant or Tenant's agents, including, without limitation, Tenant's contractor(s) and any HVAC contractor(s). Tenant shall immediately repair, at its own cost, any damage and/or leak in the roof of the Building caused by Tenant or Tenant's agents, including, without limitation, Tenant's contractor(s) and any HVAC contractor(s).

Section 6.02 - Tenant's Obligations:

Except as stated in Section 6.01, Tenant, at its expense, shall (i) keep in good order, condition and repair the Premises and every part thereof (regardless of whether the damaged portion of the Premises or the means of repairing the same are accessible to Tenant), including, without limiting the generality of the foregoing, all plumbing and sewage facilities within or serving the Premises, including free flow up to the common sewer line, all heating, air conditioning, ventilation, refrigerating, electrical and lighting systems, facilities and equipment within or serving the Premises; all fixtures, ceilings, doors, windows, plate glass, store fronts, skylights, interior walls and interior surfaces of exterior walls; and any repairs required due to illegal entry or burglary of the Premises, (ii) install and maintain such fire protection devices as may be required by any governmental body or insurance underwriter for the Shopping Center, and (iii) change Tenant's air conditioning filter as necessary, but not less than five (5) times a year and have Tenant's air conditioner and heater serviced as necessary, but not less often than two (2) times a year. Notwithstanding any contrary provision of this Article VI, Tenant, at its expense, shall make any and all repairs to the Premises as may be necessitated by any break-in, forcible entry or other trespass into or upon the Premises, regardless of whether or not such entry and damage is caused by the negligence or fault of Tenant or occurs during or after business hours. If Tenant fails, refuses or neglects to properly maintain the Premises or to commence or complete any of the repairs or replacements required to be made by Tenant hereunder promptly and adequately, Landlord may, in addition to any other remedy Landlord may have, but shall not be required to, make or complete said maintenance, repairs or replacements and Tenant shall pay the cost and expense thereof, plus a charge of fifteen percent (15%) thereof, to Landlord upon demand as Additional Rent.

ARTICLE VII.

REAL ESTATE TAXES

Section 7.01 - Liability:

Starting with the Rent Commencement Date and continuing throughout the entire Term of this Lease, Tenant shall pay Landlord in advance, as Additional Rent, Tenant's Proportionate Share of Taxes, as hereafter defined, accruing during each calendar year of the Term. If the Rent Commencement Date occurs on a day other than the first day of the calendar year or if the Term ends on a day other than the last day of a calendar year, the amount of the payments pursuant to this Section 7.01 payable by Tenant with respect to the year in which such commencement or end occurs will be prorated on the basis that the number of days of the Term included in the year bears to 365. The term "Taxes" means the total of all taxes and assessments, general and special, ordinary and extraordinary, real and/or personal, foreseen and unforeseen, including assessments for public improvements and betterments and taxes assessed as a result of a special service area, levied, assessed, imposed and/or paid during each calendar year with respect to the land and improvements included within the Shopping Center, any tax or surcharge of any kind or nature with respect to the parking areas or the number of parking spaces in the Shopping Center and, if applicable, any tax on rents and receipts. The term "Taxes" also includes all costs incurred in any proceeding brought by Landlord to reduce said Taxes. If at any time during the Term of this Lease, the present method of taxation shall be changed so that in lieu of or in addition to the whole or any part of any Taxes imposed on real estate and the improvements thereon or upon any personality used in connection therewith or upon the collection of rents or other sums due hereunder, there

shall be imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a 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 in the Shopping Center, 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's Proportionate Share of Taxes shall be calculated by multiplying Taxes by Tenant's Proportionate Share. Without limiting the foregoing, Tenant shall be solely responsible for the payment of any applicable state, county or municipal transfer tax or stamps in connection with this Lease, and shall indemnify and hold Landlord harmless for any failure of Tenant to so pay the same.

Section 7.02 - Method of Payment:

Tenant shall pay its Proportionate Share of such Taxes by the following method: one-twelfth (1/12) of Tenant's Proportionate Share of Taxes shall be paid each month with Minimum Rent, as estimated by Landlord, until the end of the first calendar year after the Rent Commencement Date; thereafter, the monthly payments shall be based upon the Taxes for the previous calendar year plus any reasonably anticipated increases, as determined by Landlord. As of the Effective Date, Landlord estimates that Tenant's Proportionate Share of Taxes is \$1.23 per square foot of leasable area of the Premises per annum (or \$5,125.41 per annum based upon 4,167 square feet of space for the Premises). Any adjustments necessary for the amount paid for the previous calendar year shall be debited or credited (as the case may be) in the next monthly installments until the liability has been extinguished. Notwithstanding the end of the Term hereof, Tenant shall continue to be liable to Landlord for all Taxes incurred by Landlord for the Term of this Lease, and Tenant shall promptly remit to Landlord any amount due to Landlord upon notice from Landlord to Tenant. Furthermore, in the event Landlord at any time determines in its discretion that Tenant's Proportionate Share of Taxes exceeds the amount per square foot of the Premises then being charged Tenant, then Tenant, following a request from Landlord, shall commence to pay with the next monthly installment of Rent due an amount sufficient to result in Tenant's paying its full Proportionate Share of Taxes.

ARTICLE VIII.

INSURANCE

Section 8.01 - Landlord's Obligations:

(a) Landlord shall obtain and maintain during the Term of this Lease, causes of loss- special form property insurance (formerly "all risk" fire and extended coverage insurance), insuring against all reasonable perils and liabilities, for one hundred percent (100%) of the replacement value of the Shopping Center. Such insurance shall be issued by an insurance company licensed to do business in the jurisdiction in which the Shopping Center is located.

(b) Landlord shall obtain and maintain during the Term of this Lease, commercial general liability insurance covering the Common Area, which policy is to be in the minimum amount of Two Million Dollars (\$2,000,000.00) with respect to any one person, in the minimum amount of Two Million Dollars (\$2,000,000.00) with respect to any one accident, and in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00) with respect to property damage. Landlord may also obtain an umbrella insurance policy and such other policies and/or coverages as determined by Landlord.

Section 8.02 - Tenant's Contribution Towards Landlord's Insurance:

Starting with the Rent Commencement Date and continuing throughout the entire Term of this Lease, Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of Landlord's insurance expenses ("Insurance Charges"). Landlord's estimate of Tenant's Proportionate Share of Insurance Charges shall, as Additional Rent, be paid in advance, in equal monthly installments. Tenant's Proportionate Share of Insurance Charges shall be calculated by multiplying Insurance Charges by Tenant's Proportionate Share. Notwithstanding the above, in the event Landlord at any time determines that Tenant's Proportionate Share of Insurance Charges exceeds the amount per square foot of the Premises as estimated by Landlord, then Tenant, following a request from Landlord, shall commence to pay with the next monthly installment of Rent due an amount sufficient to result in Tenant's paying its full Proportionate Share of Insurance Charges. At the end of each calendar year, there shall be an adjustment if the amount paid by Tenant is less than Tenant's Proportionate Share actually incurred in that year.

Section 8.03 - Tenant's Obligations:

(a) Tenant, at Tenant's sole cost and expense, shall obtain and maintain for the Term of this Lease, insurance policies providing the following coverage: (i) Tenant's fixtures, equipment, furnishings, merchandise and other contents in the Premises, for the full replacement value of said items regardless of cause or peril, (ii) one (1) full year Minimum Rent and business income coverage, (iii) all perils included in the classification causes of loss- special form property insurance (formerly "all risk" fire and extended coverage insurance) under insurance industry practices in effect from time to time in the jurisdiction in which the Shopping Center is located, (iv) plate glass insurance, (v) commercial general liability insurance naming Landlord, any mortgagee and master lessor as additional insureds, which policy is to be in the minimum amount of Two Million Dollars (\$2,000,000.00) with respect to any one person, in the minimum amount of Two Million Dollars (\$2,000,000.00) with respect to any one accident, and in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00) with respect to property damage, and (vi) workers' compensation coverage as required by law. Tenant shall deliver to Landlord certificates of insurance, or certified copies of each such policy prior to occupancy of the Premises. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to Tenant's insurance coverage, shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease. With respect to each and every one of the insurance policies herein required to be procured by Tenant, on or before the commencement of Tenant's Work and before any such insurance policy shall expire, Tenant shall deliver to Landlord a certificate of the insurer, certifying that such policy has been issued, providing the coverage required by this Section and containing provisions specified herein, together with evidence of payment of all applicable premiums.

(b) The policies described in this Section 8.03 shall: (i) be acceptable to Landlord in form and content, (ii) contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's agents and employees, and mortgagees and ground lessors, (iii) contain a provision that it shall not be canceled and that it shall continue in full force and effect, unless Landlord has received at least thirty (30) days prior written notice of such cancellation or termination, and (iv) not be materially changed without at least thirty (30) days prior written notice to Landlord.

(c) Tenant shall not permit to be done any act which will invalidate or be in conflict with Landlord's insurance policies covering the Shopping Center or any other insurance referred to in this Lease. Tenant will promptly comply with all rules and regulations relating to such policies. If the nature of Tenant's business or the acts of Tenant or its employees or agents shall increase the rate of insurance referred to in this Lease, such increases shall be immediately paid by Tenant as Additional Rent.

Section 8.04 - Covenants to Hold Harmless:

(a) Landlord and Tenant each hereby release and waive all claims against the other, their shareholders, partners, members, employees, and agents with respect to all matters and from any and all liability or responsibility for any loss or damage to property covered or that would be covered by the property insurance required to be carried hereunder, even if such fire or other casualties shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Landlord and Tenant shall each cause their property insurance policies to include an express waiver of subrogation.

(b) Tenant hereby indemnifies and agrees to save harmless Landlord, Landlord's officers, directors, employees, and agents, and any mortgagee and master lessor of the Shopping Center (collectively, "the Protected Parties"), from and against all claims, losses, liabilities, damages, and expenses (including but not limited to attorneys' fees) that arise within the Premises or that arise from or in connection with (i) the possession, use, occupation, management, repairs, maintenance or control of the Premises, or any portion thereof, and any sidewalk adjacent to same, (ii) any act or omission of Tenant, its employees, agents, contractors, licensees, or invitees, or (iii) any violation, breach, or default of this Lease by Tenant. Tenant shall, at its own cost and expense, defend any and all actions which may be brought against any of the Protected Parties with respect to the foregoing. Tenant shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against any of the Protected Parties in connection with the foregoing.

(c) Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Premises and any improvements therein and appurtenances thereto and all other portions of the

Shopping Center complex solely at their own risk and Tenant and those claiming by, through or under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption arising directly or indirectly out of or from or on account of such occupancy and use resulting from any present or future condition or state of repair thereof.

(d) Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any persons other than Landlord and its agents or employees, or any other tenants or occupants of any portion of the Shopping Center.

(c) Landlord shall not be responsible or liable at any time for any defects, latent or otherwise, in any buildings or improvements in the Shopping Center or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible or liable at any time for loss of life, injury or damage to any person or to any property or business of Tenant, or those claiming by, through or under Tenant, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any buildings or improvements in the Shopping Center, including the Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein.

Section 8.05 – Liability of Landlord to Tenant:

Except with respect to any damages resulting from the negligence of Landlord, its agents, or employees or as otherwise expressly provided in this Lease, Landlord shall not be liable to Tenant, its agents, employees or customers, for any damage, loss, compensation, accident or claims whatsoever.

Section 8.06 – Mutual Waiver of Subrogation:

Without limiting any other provision hereof, each party to the extent possible shall obtain, for each policy of property insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance and each party to the extent permitted, for itself and its insurer, waives all such insured claims against the other party, to the extent that insurance proceeds are received or would have been received if the required insurance was obtained.

ARTICLE IX.

DESTRUCTION OF PREMISES

Section 9.01 - Continuance of Lease:

In the event the Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Section 8.01 above, so as to become partially or totally untenable, then the damage to the Premises shall be promptly repaired by Landlord, unless Landlord shall elect not to rebuild or repair as hereafter set forth. Except in the case of termination, Minimum Rent shall be abated in proportion to the amount of the Premises rendered untenable until so repaired as described in Section 9.02. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. If more than twenty-five percent (25%) of the Premises or of the floor area of the Shopping Center shall be damaged or destroyed by fire or other casualty, then Landlord may elect that the Shopping Center and/or the Premises, as the case may be, be repaired or rebuilt or, at its sole discretion, terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction, and shall be effective as of the date of such notice. If Landlord does not terminate this Lease as aforesaid due to damage or destruction, Tenant may request, in writing, that Landlord provide Tenant with a written estimate of the time needed for Landlord to complete the work necessary to restore the Premises to its condition on the Delivery Date and Landlord shall provide such estimate within fourteen (14) days of such written request. If Landlord's estimate of the time period for restoration

exceeds two hundred and forty (240) days from the date of the damage, then Tenant shall have the right to terminate this Lease by written notice given to Landlord within fourteen (14) days of receipt of such written estimate. Tenant's Minimum Rent shall be abated following the casualty as described in Section 9.02. If Landlord is required or elects to repair or rebuild the Premises as herein provided, Tenant shall thereafter promptly repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that immediately prior to its damage or destruction.

Section 9.02 - Reconstruction; Rent Abatement:

If all or any portion of the Premises is damaged by fire or other casualty and this Lease is not terminated in accordance with the above provision, then all insurance proceeds however recovered shall be made available for payment of the cost of repair, replacing and rebuilding. Landlord shall use the proceeds from the insurance as set forth herein to repair or rebuild the Premises to its condition as on the Delivery Date, and Tenant shall, using the proceeds from the insurance provided for in Section 8.03, repair, restore, replace or rebuild that portion of the Premises constituting Tenant's Work as defined herein together with any additional improvements installed by Tenant, such that the Premises shall be restored to its condition as of immediately prior to the occurrence of such casualty. All of the aforesaid Tenant's insurance proceeds shall be deposited in escrow and shall be disbursed as work on repair, replacement or restoration progresses upon the certification of Landlord's architect that the balance in the escrow fund is sufficient to pay the estimated costs of completing the repair and restoration. If Tenant's insurance proceeds shall be less than Tenant's obligation hereunder, Tenant shall pay the entire excess cost. Minimum Rent, which is payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed by Landlord, shall be equitably abated. Equitable abatement shall terminate on the date upon which Tenant commences to use substantially all of the Premises for business with the public, provided that Tenant uses commercially reasonable efforts to so re-open its business at the Premises as soon as practicable; however, in no event shall such abatement period exceed nine (90) days after Landlord substantially completes its repair or rebuilding work.

ARTICLE X.

CONDEMNATION

Section 10.01 - Eminent Domain:

If twenty-five percent (25%) or more of the Premises shall be taken or condemned by any competent government authority, then either party may elect to terminate this Lease by giving notice to the other party not more than sixty (60) days after the date of which such title shall vest in the authority. If the parking facilities are reduced below the minimum parking requirements imposed by the applicable authorities, Landlord may elect to terminate this Lease by giving Tenant notice within one hundred twenty (120) days after such taking. In the case of any taking or condemnation, whether or not the Term of this Lease shall cease and terminate, the entire award shall be the property of Landlord; provided, however, Tenant shall be entitled to any award as may be allowed for fixtures and other equipment which under the terms of this Lease would not have become the property of Landlord; further provided, that any such award to Tenant shall not be in diminution of any award to Landlord.

ARTICLE XI.

ASSIGNING, SUBLETTING AND ENCUMBERING LEASE

Section 11.01 - Assigning, Subletting and Encumbering Lease:

(a) Tenant shall not, without Landlord's prior written consent (i) assign or otherwise transfer, or mortgage or otherwise encumber, this Lease or any of its rights hereunder, (ii) sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any persons other than Tenant or its agents, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law. Any attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Premises in violation of the foregoing sentence shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee or occupant. Notwithstanding the foregoing to the contrary, provided Tenant is not in Default

hereunder at the time of any assignment or sublease, Tenant may, without Landlord's consent (but with thirty (30) days' prior notice to Landlord), assign or sublet the entire Premises to: (a) a subsidiary, parent, affiliate, division or corporation controlled by or under common control with Tenant; or (b) if applicable, Tenant's franchisor or an approved franchisee of Tenant's franchisor that acquires all of Tenant's assets at the Premises; provided, however, in no event shall any assignment or sublease, or Landlord's consent to an assignment or sublease, affect the continuing liability of Tenant (which, following an assignment of this Lease, shall be joint and several with the assignee or sublessee), or relieve Tenant of any of its obligations under this Lease.

(b) In the event Tenant desires to assign or transfer this Lease, or sublet (or permit occupancy or use of) the Premises, or any part thereof, Tenant shall give Landlord sixty (60) days prior written notice of Tenant's intention to so assign or transfer or sublet all or any part of the Premises. For sixty (60) days following receipt of said notice, Landlord shall have the right, exercisable by sending written notice to Tenant, to refuse to permit such assignment, sublet or transfer, provided that such refusal shall not be unreasonable. It shall be reasonable for Landlord to refuse to consent to permit an assignment or subletting if the proposed subtenant or assignee has a lower net worth than that of Tenant as of the Effective Date, has poorer credit or less experience operating for the use permitted under this Lease. In the event that Landlord fails to timely respond to Tenant, Landlord shall be deemed to have refused to permit such assignment, sublet or transfer; in the event Tenant is in Default hereunder, Tenant hereby assigns to Landlord the rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. The consent by Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment, transfer or subletting be construed to relieve Tenant from giving Landlord said sixty (60) days' notice or from obtaining the consent in writing of Landlord to any further assignment, transfer or subletting.

(c) In the event Landlord gives Tenant its written consent to assign, transfer or sublet all or a portion of the Premises to a third party, any monthly rent or other payment accruing to Tenant as the result of any such assignment, transfer, or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer or sublease, which is in excess of the Rent then payable by Tenant under this Lease shall be paid by Tenant to Landlord monthly as Additional Rent, excluding the sales price of Tenant's entire business if sold to an independent third-party, or also excluding any franchise fees paid by a franchisee of Tenant. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature.

(d) Any costs and expenses, including attorneys' fees (which shall include the cost of any time expended by Landlord's in-house counsel) incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as Additional Rent. Any such charge shall be One Thousand Five Hundred Dollars (\$1,500.00), as increased by three percent (3%) per annum.

ARTICLE XII.

SUBORDINATION AND FINANCING

Section 12.01 - 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 interest of Landlord and the Premises, and to any renewals, modifications, consolidations, replacements or extensions thereof. The foregoing provision shall be self-operative and no further instrument shall be required to effect such subordination, but Tenant agrees to execute and deliver such instruments as may be desired by Landlord or by any mortgagee or trustee subordinating this Lease to the lien of any present or future mortgage or deed of trust and providing that Tenant shall not be disturbed in its use, occupancy, or enjoyment of the Premises provided that it is not in default under this Lease, or as may be otherwise required to carry out the intent of this Section. Such subordination and non-disturbance agreement shall be substantially in the form attached hereto as Exhibit E and made a part hereof, or as otherwise reasonably required by Landlord or mortgagee ("SNTA"). Tenant also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election, and upon notification by such mortgagee or trustee to Tenant to that

effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust.

Section 12.02 - Attornment:

If, and so long as this Lease is in full force and effect, then at the option of the mortgagee: (a) this Lease shall remain in full force, notwithstanding (i) a default under the mortgage by Landlord, (ii) failure of Landlord to comply with this Lease, (iii) a defense to which Tenant might be entitled against Landlord under this Lease, or (iv) any bankruptcy or similar proceedings with respect to Landlord, (b) if any such mortgagee shall become possessed of the Premises, Tenant shall be obligated to such mortgagee to pay to it the Rent and any other charges due hereunder and to thereafter comply with all the terms of this Lease, and (c) if any mortgagee or purchaser, at a private or public sale shall become possessed of the Premises, Tenant shall, without charge, attorn to such mortgagee or purchaser as its landlord under this Lease. Tenant agrees that in the event Landlord is in default under this Lease, any mortgagee or trustee under a deed of trust of Landlord's interest in the Premises shall be permitted (but not required) to enter the Premises for the purpose of correcting or remedying such default, and Tenant agrees to accept performance by such mortgagee or trustee in lieu of performance by Landlord. Tenant further agrees that, from and after written notice from Landlord of the name and address of any mortgagee or trustee, Tenant will contemporaneously deliver notice to any such mortgagee or trustee of a default by Landlord under this Lease. Notwithstanding any provision of this Lease, Tenant agrees that no termination of this Lease or abatement or reduction of Rent or any other amounts under this Lease shall be effective unless and until such mortgagee or trustee has received notice and fails within thirty (30) days of the later of (i) the date on which Landlord's cure period expires to cure the default of Landlord in question, or if the default cannot be cured within said thirty (30) days, fails to commence and diligently prosecute the cure of such default or (ii) the date on which such lender received such notice.

Section 12.03 - Financing:

In the event that any of Landlord's construction lenders, land lessors, permanent lenders, and/or other lenders for the Shopping Center require, as a condition to financing, modifications to this Lease, provided such modifications are reasonable, do not adversely affect Tenant, do not materially alter the approved working plans and do not increase the Rent and other sums to be paid hereunder, Landlord shall submit to Tenant a written amendment with such required modifications, and if Tenant fails to execute and return within ten (10) days thereafter the amendments that have been submitted, then Landlord shall have the right to terminate this Lease upon written notice to Tenant.

Section 12.04 - Estoppel:

From time to time and upon fifteen (15) days prior notice, Tenant agrees to execute and deliver a written acceptance/estoppel certificate confirming that Tenant has accepted the Premises and such other facts relative to this Lease as Landlord or any mortgagee of the Shopping Center may request to be confirmed. If Tenant fails to execute such certificate, Tenant hereby appoints Landlord as its attorney in fact, to execute and deliver for Tenant, or Landlord may elect to terminate this Lease. Tenant agrees that any such certificate delivered pursuant to this section may be relied upon by any prospective purchaser, mortgagee or assignee of any mortgagee of the Shopping Center.

ARTICLE XIII.

DEFAULTS

Section 13.01 - Events of Default:

If any one or more of the following events occur, said event or events shall hereby be classified as a "Default":

(a) If Tenant fails to pay Minimum Rent, Additional Rent or any other charges required to be paid by Tenant when same shall become due and payable, and such failure continues for five (5) business days;

(b) If Tenant shall fail to perform or observe any terms and conditions of this Lease not otherwise addressed in this Section 13.01, and such failure shall continue for ten (10) days after written notice from Landlord;

(c) If Tenant refuses to (i) take possession of the Premises at the Delivery Date, (ii) fails to open its doors for business as required herein, (iii) vacates the Premises and permits the same to remain unoccupied and unattended or (iv) substantially ceases to carry on its normal activities in the Premises:

(d) If Tenant fails to conduct its business for the use and under the trade name as set forth in Section 4.01, or fails to operate continually as set forth in Section 4.02:

(e) If Tenant is a corporation, if any part or all of its stock representing effective voting control of Tenant shall be transferred so as to result in a change in the present effective voting control of Tenant and such change is not consented to in writing by Landlord:

(f) If Tenant, or any guarantor of Tenant's obligations hereunder, shall make an assignment for the benefit of creditors or file a petition, in any state court, in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;

(g) If any petition shall be filed under state law against Tenant or any guarantor of Tenant's obligations hereunder in any bankruptcy, reorganization or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed:

(h) If a receiver or trustee shall be appointed under state law for Tenant or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment;

(i) If any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Premises; or,

(j) If Tenant shall be given two (2) notices of Default under Sections 13.01(a), (b), (c) or (d), notwithstanding any subsequent cure of the Default identified in such notices.

Section 13.02 - Landlord's Remedies:

Should a Default occur, Landlord may pursue any or all of the following:

(a) Landlord may terminate this Lease by giving five (5) days prior written notice of such termination to Tenant, whereupon this Lease shall automatically cease and terminate and Tenant shall be immediately obligated to quit the Premises. Any other notice to quit or notice of Landlord's intention to reenter the Premises is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all Rent and any other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later, plus all other losses or damages due to such Default.

(b) Landlord may terminate Tenant's right to possession without terminating this Lease. Upon any termination of Tenant's right to possession (regardless of whether the Lease shall be terminated), Tenant shall surrender possession and vacate the Premises immediately, and remove Tenant's property as provided herein and deliver possession of the Premises to Landlord. Landlord may enter into the Premises in such event with process of law, and repossess Landlord of the Premises as of Landlord's former estate, and to expel or remove Tenant and, at Tenant's expense, any and all property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, or conversion of property, and without relinquishing Landlord's rights to Rent or any other rights given to Landlord hereunder, or by law.

If the Landlord elects to terminate Tenant's right to possession only without terminating the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidence of tenancy, and take and hold possession thereof without such entry and possession terminating this Lease or releasing the Tenant, in whole or in part, from Tenant's obligations to pay the Rent reserved herein and Tenant's other obligations hereunder for the full Term.

(c) Landlord may only proceed to recover possession of the Premises under and by virtue of the provisions of the laws of the jurisdiction in which the Shopping Center is located, or by such other proceedings, including reentry and possession, as may be applicable.

(d) Should this Lease or Tenant's right of possession be terminated before the expiration of the Term of this Lease by reason of Default, or if Tenant shall abandon or vacate the Premises before the expiration or termination of the Term of this Lease without having paid the full Rent for the remainder of such Term, then at the time of such termination or abandonment Tenant shall be liable for all damages sustained by Landlord, including, without limitation, all Rent through the remainder of the Term of this Lease, including Minimum Rent, and Additional Rent, and reasonable attorneys' fees. Furthermore, Landlord shall have the option to relet the Premises for such Rent and upon such terms as are not unreasonable under the circumstances, and Tenant shall be liable for all damages sustained by Landlord in reletting or attempting to relet the Premises, including, without limitation, brokerage fees and expenses of placing the Premises in first class rentable condition. Landlord, in putting the Premises in good order or preparing the same for rental may, at Landlord's option, make such alterations, repairs or replacements in the Premises as Landlord, in its sole judgment, considers advisable and necessary for the purpose of reletting the Premises, and the making of such alterations, repairs or replacements shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or in the event that the Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord hereunder.

(e) If Tenant shall fail to pay any monthly installment of Minimum Rent pursuant to the terms of this Lease, or any Additional Rent due under this Lease, when each such payment is due, for two (2) consecutive months, or three (3) times in any period of six (6) consecutive months, then Landlord may, by giving written notice to Tenant, exercise any of the following options as a condition of Tenant's curing such Default: (i) declare the Rent reserved under this Lease for the next six (6) months (or at Landlord's option for a lesser period) to be due and payable within ten (10) days of such notice; or (ii) require an additional security deposit to be paid to Landlord within ten (10) days of such notice, in an amount not to exceed six (6) months' Rent. Landlord may invoke any of the options provided for herein at any time during which such Default remains uncured.

(f) If Tenant shall be in Default, Landlord shall have the option, upon ten (10) days written notice to Tenant, to cure said Default for the account of and at the expense of Tenant. No such notice shall be required for emergency repairs.

(g) Any damage or loss of Rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive reletting, or at Landlord's option in a single proceeding deferred until the expiration of the Term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said Term) or in a single proceeding prior to either the time of reletting or the expiration of the Term of this Lease.

(h) Any and all property of Tenant which may be removed from the Premises by Landlord pursuant to the authority of this Lease or by law may be handled, removed or stored in a commercial warehouse or otherwise by Landlord, at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property, for so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not removed from the Premises when required or any of Tenant's property removed from the Premises by Landlord and stored which is not retaken from storage by Tenant within thirty (30) days shall be conclusively deemed to have been forever abandoned by Tenant, and Landlord may dispose of the same in such manner as Landlord shall choose, but such disposal shall not relieve Tenant of the obligation to reimburse Landlord for the cost of removal, storage and disposition of such property.

(i) Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach by Tenant of any of the covenants or provisions hereof. Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude

Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or other use.

Section 13.03 - Additional Remedies and Waivers:

The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereafter provided by law or equity and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by Landlord.

Section 13.04 - Default by Landlord:

Landlord shall in no event be charged with a default hereunder unless Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a consecutive period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same.

ARTICLE XIV.

BANKRUPTCY OR INSOLVENCY

Section 14.01 - Tenant's Interest Not Transferable:

Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the Bankruptcy Code (11 USC §101 et seq.), as the same may be amended from time to time.

Section 14.02 - Landlord's Option to Terminate:

In the event the estate created in Tenant hereby shall be taken, in execution or by other process of law, or if Tenant or Tenant's guarantor ("Tenant's Guarantor") or their respective executors, administrators or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant or Tenant's Guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's Guarantor, if any, to pay its debts, or if any assignment shall be made of the property of Tenant or Tenant's Guarantor, if any, for the benefit of creditors, then and in any such events, Landlord may at its option terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice in writing of the election of Landlord to so terminate, in which event this Lease shall cease and terminate with the same force and effect as though the date set forth in said notice were the date originally set forth herein and fixed for the expiration of the Term, and Tenant shall vacate and surrender the Premises but shall remain liable as herein provided.

Section 14.03 - Tenant's Obligation to Avoid Creditors' Proceedings:

Tenant or Tenant's Guarantor, if any, shall not cause or give cause for the institution of legal proceedings seeking to have Tenant or Tenant's Guarantor, if any, adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for the assets of Tenant or Tenant's Guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Tenant or Tenant's Guarantor, if any, or its assets, shall be conclusive evidence that Tenant caused, or gave cause therefore, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this Section 14.03 shall be

deemed a material breach of Tenant's obligation hereunder, and upon such breach by Tenant, Landlord may, at its option and in addition to any other remedy available to Landlord, terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice in writing of the election of Landlord to so terminate.

Section 14.04 - Application of Bankruptcy Proceeds:

Notwithstanding anything to the contrary contained in this Article XIV, in the event, for any reason whatsoever, the interest of Tenant in this Lease is subject to assignment or sale by the Bankruptcy Court, then, and in that event, all proceeds of such sale or assignment shall be paid to Landlord and not to Tenant nor to the bankruptcy estate.

Section 14.05 - Bankruptcy:

Rights and Obligations Under the Bankruptcy Code. (1) It is understood and agreed that this Lease is a lease of real property in a shopping center as such lease is described in Section 365 of the Bankruptcy Code, as the same may be amended from time to time. (2) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor-in-possession, and any trustee who may be appointed with respect to the assets of or estate in bankruptcy of Tenant, agree to pay monthly in advance on the first day of each month, as reasonable compensation for the use and occupancy of the Premises, an amount equal to all Minimum Rent, Additional Rent and other charges otherwise due pursuant to this Lease. (3) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of the assumption and/or assignment of this Lease are the following: (i) the cure of any monetary defaults and reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; (ii) the deposit of an additional sum equal to not less than three (3) months' Minimum Rent and Additional Rent to be held by Landlord as a security deposit, which sum shall be determined by Landlord, in its sole discretion, to be a necessary deposit to secure the future performance under the Lease of Tenant or its assignee; (iii) the use of the Premises as set forth in Section 4.01 of this Lease and the quality, quantity and/or lines of merchandise, goods or services required to be offered for the sale are unchanged; and (iv) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security.

ARTICLE XV.

RIGHT OF ACCESS

Section 15.01 - Right of Access:

Landlord may, upon no less than twenty-four (24) hour prior written notice to Tenant (except in the case of an emergency, in which case no such notice is required), enter upon the Premises for the purpose of inspecting, making repairs, replacements or alterations, and showing the Premises to prospective purchasers, lenders or lessees. During the last six (6) months of the Term, Landlord shall have the right to display one (1) or more "For Rent" signs on or about the Premises.

ARTICLE XVI.

DELAYS

Section 16.01 - Delays:

If Landlord or Tenant is delayed from performing any of their respective obligations during the Term of this Lease because of acts of God or other cause beyond their control, then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delays; provided, however, that this Article shall not apply to extend the Liquor License Contingency Period or to the payment of any sums of money required to be paid by Tenant hereunder or any obligation of Landlord or Tenant that can be satisfied by the payment of money. Subject to the foregoing, time is of the essence with respect to all obligations to be performed by Tenant pursuant to the terms of this Lease.

ARTICLE XVII.

END OF TERM

Section 17.01 - Return of Premises:

Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Premises to Landlord, in good order, broom clean, normal wear and tear and casualty loss excepted. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant, all removable fixtures and alterations to the Premises which are not permanently attached to the Premises and are not wanted by Landlord, and repair damage caused by such removal and return the Premises to the condition in which they were prior to the installation of the article so removed. Upon the expiration or termination of this Lease, Tenant shall execute and acknowledge a quit-claim deed to Tenant's interest in the Premises, in recordable form, in favor of Landlord ten (10) days after written notice and demand therefor by Landlord, and Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver such quit claim deed.

Section 17.02 - Holding Over:

If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at One Hundred-Fifty Percent (150%) the Minimum Rent in effect during the last Lease Year immediately preceding such holdover and otherwise 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.

ARTICLE XVIII.

COVENANT OF QUIET ENJOYMENT

Section 18.01 - Covenant of Quiet Enjoyment:

Landlord covenants that if and so long as Tenant pays in full all the Rent and all other charges provided for herein and performs all of its obligations provided for herein, Tenant shall at all times during the Term hereof peaceably have, hold and enjoy the Premises, without any interruption or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms hereof, and any mortgages to which this Lease is subordinate.

ARTICLE XIX.

MISCELLANEOUS

Section 19.01 - Entire Agreement:

This Lease contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, or warranties or representations, oral or written, between them other than as herein set forth. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

Section 19.02 - Notice:

No notice or other communications given under this Lease shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, or delivered via nationally recognized overnight courier service, addressed: (1) if to Landlord, at 300 International Drive, Williamsville, NY 14221; Attn: Matthew Casey, with a copy to: (a) NAI Hifiman, One Oakbrook Terrace, Suite 400, Oakbrook Terrace, Illinois 60181, Attn: Property Manager, and (b) Gozdecki, Del Giudice, Americus, Farkas & Brocato LLP, One East Wacker Drive, Chicago, Illinois 60601, Attn: Joseph B. Brocato, or to such other address(es) as Landlord shall designate by giving notice thereof to Tenant, or (2) if to Tenant, at the address set forth on page 1

of this Lease, Attn: _____, and at the address of the Premises, or such other address(es) as Tenant shall designate by giving written notice thereof to Landlord, with a copy to John T. Clery P.C., 1515 E. Woodfield Road, Suite 830, Schaumburg, IL 60173. Any such notice, statement, certificate, request or demand shall, (a) in the case of personal delivery, be deemed to have been given upon delivery, (b) in the case of registered or certified mailing, be deemed to have been given three (3) business days after the date mailed as aforesaid in any post office or branch post office regularly maintained by the United States Government, and (c) in the case of delivery by nationally recognized overnight courier service, shall be deemed to have been given upon the date of delivery to an authorized agent of such courier service, except in each case for notice of change of address or revocation of a prior notice, which shall only be effective upon receipt.

Section 19.03 - Applicable Laws:

It is the intent of the parties hereto that all questions and/or disputes with respect to the construction of this Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State in which the Shopping Center is located. Any and all such disputes shall be filed in a court of competent jurisdiction in the jurisdiction in which the Shopping Center is located.

Section 19.04 - Successors:

This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

Section 19.05 - Limitation on Landlord's Personal Liability:

There shall be no personal liability on Landlord, its officers, partners, members, employees, shareholders, agents beneficiaries, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant shall look solely to the then owner's equity in the Premises for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

Section 19.06 - Broker:

Each party warrants and represents to the other that there was no broker or agent instrumental in consummating this Lease, except Suburban Real Estate Services, Inc. ("Tenant's Broker") and Sperry Van Ness International Corporation ("Landlord's Broker"). Each party agrees to indemnify and hold the other harmless against any claims for brokerage or other commission arising by reason of a breach by such party of this representation and warranty. Landlord covenants and agrees to pay the commission to the Landlord's Broker, pursuant to separate agreement.

Section 19.07 - Landlord Assignment:

Landlord hereunder shall have the right to freely assign this Lease without notice to or consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, including a so-called sale-leaseback, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer upon assignment of the same to the transferee, provided that the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee and the transferee shall become liable commencing with the date of the assignment. Upon the termination of any Lease in a sale-leaseback transaction prior to termination of this Lease, the former lessee thereunder shall become and remain liable as Landlord hereunder until a further transfer. No holder of a mortgage or deed of trust to which this Lease is, or may be subordinate, shall be responsible in connection with the security deposited hereunder, unless such mortgagee or holder of such deed of trust of lessor shall have actually received the security deposited hereunder.

Section 19.08 - Relationship of the Parties:

The terms of this Lease shall not be interpreted to mean that Landlord and Tenant are partners or joint venturers.

Section 19.09 - Waiver of Right of Redemption:

Tenant hereby expressly waives for itself and all persons claiming by or through it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause.

Section 19.10 - Waiver of Jury Trial:

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

Section 19.11 - Invalidity of Particular Provisions:

If any 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 provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 19.12 - Strict Performance:

No failure by Landlord to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by Tenant, and no failure by Landlord to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

Section 19.13 - Promotion Costs:

Landlord or Landlord's designated agent shall have the exclusive management, direction and control of all advertising, promotion and public relations for the Shopping Center. All personnel and any consultants or service organizations engaged by Landlord in connection therewith shall be under the exclusive supervision of Landlord and Landlord shall have the sole authority to employ and discharge the same.

Section 19.14 - Financial Disclosures:

Tenant agrees promptly to disclose to Landlord any material adverse change in the financial condition of Tenant occurring from and after the date hereof. Upon Landlord's written request, provided such request shall not be made more than one time in any calendar year Tenant shall promptly furnish to Landlord, from time to time, financial statements reflecting Tenant's current financial condition, which financial statements shall be certified as being true and correct by the chief financial officer and by the chief executive officer of Tenant.

Section 19.15 - Execution in Counterparts:

This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement.

Section 19.16 - Execution of Lease by Landlord:

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or an option for, the Premises, and this document shall be effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

Section 19.17 - Joint and Several Liability:

If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease.

Section 19.18 - Effect of Captions:

The captions or legends in this Lease are inserted for convenient reference or identification of the particular paragraphs. They are in no way intended to describe, interpret, define or limit the scope, extent or interest of this Lease, or any paragraph or provision thereof.

Section 19.19 - Recording:

Tenant shall not record this Lease, or a memorandum or so-called "short form" of this Lease, without the prior written consent of Landlord.

Section 19.20 - Confidentiality:

Tenant covenants to not disclose any part of this Lease or any financial information (including, without limitation, reconciliation statements for Common Area Expenses or other charges) to anyone other than its attorneys, accountants, employees, or lenders who need to know of its content in order to perform their duties for Tenant.

Section 19.21 - Time is of the Essence:

Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings and conditions to be performed hereunder.

Section 19.23 - Damages:

Notwithstanding anything to the contrary contained in this Lease, Tenant acknowledges and agrees that

Section 19.22 - Attorneys' Fees:

In the event either party shall commence an action to enforce any provision of this Lease, the prevailing party in such action shall be entitled to receive from the other party, in addition to damages, equitable or other relief, any and all costs and expenses incurred, including reasonable attorney's fees and court costs and the fees and costs of expert witnesses, and fees incurred to enforce any judgment obtained. This provision shall be severable from all other provisions of this Lease, shall survive any judgment and shall not be merged into the judgment.

Landlord shall not be liable for any consequential, indirect, speculative or punitive damages in connection with any claim made by Tenant hereunder.

Section 19.24 - Remeasurement:

Landlord reserves the right at any time, and from time to time, to have the area of each floor, area or space within the Shopping Center, including the Premises, or any portion thereof, measured by a licensed architect; and in the event such measurement shows any variation in the applicable area, Landlord and Tenant shall, upon Landlord's request, amend this Lease.

Section 19.25 - Preparation of Lease:

Notwithstanding any rule of construction or interpretation or otherwise, neither this Lease, nor any portion thereof, shall be construed more strongly against the party who prepared it.

Section 19.26 – Intentionally Omitted.

Section 19.27 – Outdoor Seating Area:

(a) During the Term, subject to (i) the mutual agreement by Landlord and Tenant as to the exact location and size of same, and (ii) the written consent and approval by all governmental authorities having jurisdiction thereover, Landlord agrees that Tenant shall have a license to use an area outside the Premises for the Permitted Use (the "Outdoor Seating Area"), which Outdoor Seating Area shall be included in Tenant's Work.

(b) Tenant's use of the Outdoor Seating Area is subject to the following terms and conditions: (i) Tenant shall obtain the prior written consent and approval of all governmental authorities having jurisdiction thereover, and must provide Landlord with copies of all such consents and approvals; and (ii) Landlord agrees to cooperate, at no cost to Landlord, with Tenant in obtaining such consents and approvals as set forth above, and (iii) Tenant's use of the Outdoor Seating Area does not interfere with access to the entrances of the Building.

(c) (i) Tenant will not permit such use to become a nuisance to other tenants in the Building or to other third parties adjacent to or in the vicinity of the Building and in particular will use reasonable efforts to minimize the noise emanating from the Outdoor Seating Area, (ii) Tenant shall install at its expense the furniture, fixtures and equipment necessary for the Outdoor Seating Area to be approved by those governmental authorities having jurisdiction thereover, (iii) upon Tenant's ceasing operations in the Premises and Outdoor Seating Area on a nightly basis, Tenant shall (1) clean the Outdoor Seating Area, and (2) pickup and dispose of all garbage accumulated within or about the Outdoor Seating Area, and (iv) Tenant acknowledges and agrees that any destruction, damage, theft, or vandalism of, or to, such furniture, fixtures and equipment comprising the Outdoor Seating Area (including, without limitation, all chairs, tables, table umbrellas, equipment and any and all other personal property of Tenant associated with the Outdoor Seating Area) shall be the sole responsibility of Tenant, unless such destruction, damage, theft or vandalism is due to the willful acts or omissions of Landlord or its agents, contractors or employees.

(d) Tenant acknowledges and agrees that the insurance requirements and indemnities of Tenant as set forth in this Lease shall include the business operations of Tenant in the Outdoor Seating Area.

Section 19.28 – Guaranty.

This Lease shall be voidable by Landlord at its sole election in the event Friaco's Mexican Grill & Cantina, LLC, an Illinois limited liability company, has not executed and delivered, contemporaneously with the execution and delivery by Tenant of this Lease, a guaranty of this Lease in the form set forth on Exhibit "G", attached hereto and made a part hereof.

[Signature Page Follows]

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

LANDLORD:

FULLERTON AURORA KVR SQUARE LLC, a Delaware limited liability company

By: 
Name: _____
Its: **David Kozman**

TENANT: **Manager**

FRIACO 1940 LLC, an Illinois limited liability company

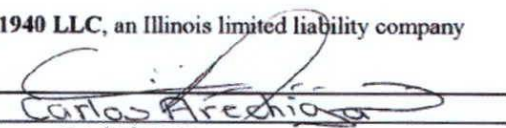
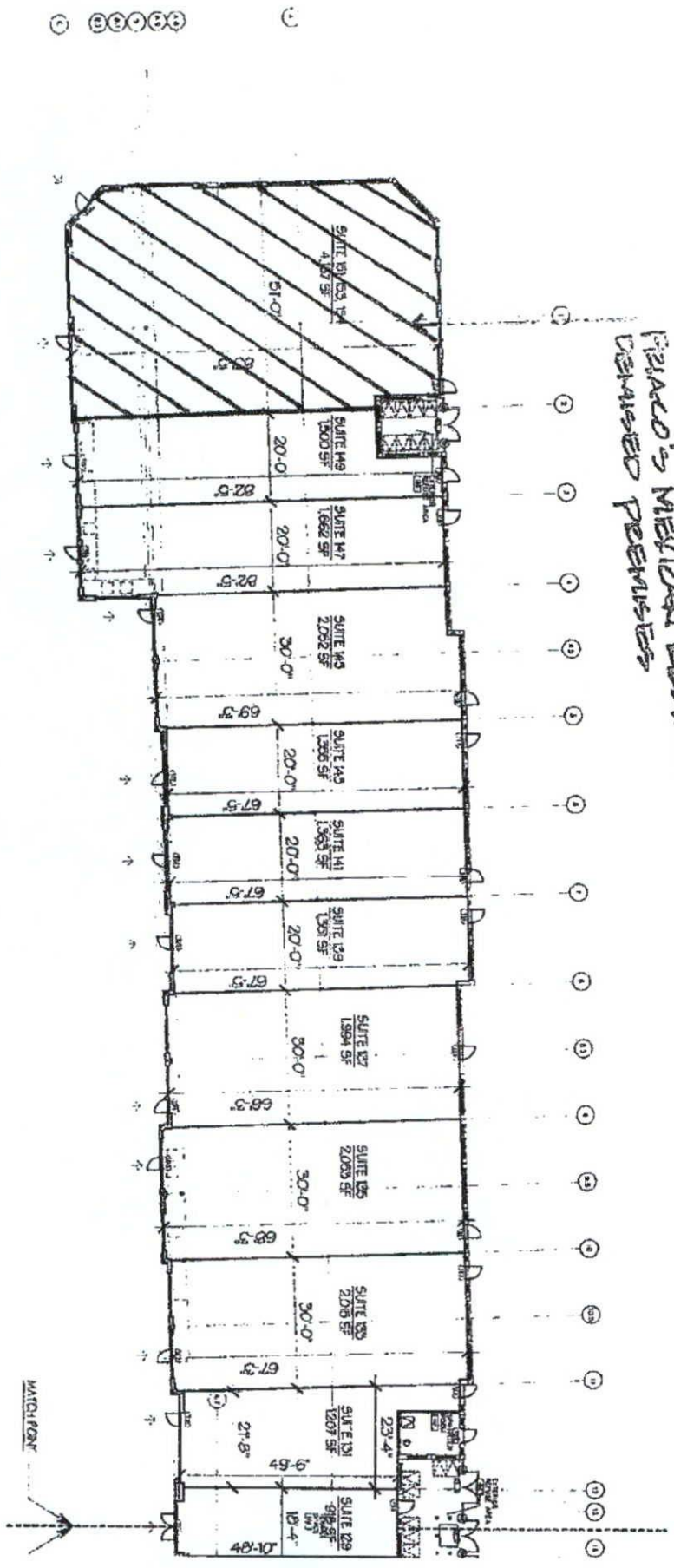
By: 
Name: _____
Its: **OWNER**

EXHIBIT A

SITE PLAN

[See Attached]

PIACCO'S MEDICAL RESIDUALITY
 DEMANDS PREMISES



1 KVR FLOOR PLAN - LEFT SPLIT

RENTABLE
 BOMA CALC. BOUNDARY

ARCO
 MURRAY

KVR SQUARE
 AURORA, IL



EXHIBIT A-1

LEGAL DESCRIPTION OF SHOPPING CENTER

LOTS 1, 2 AND 3 IN FOX VALLEY MEDICAL BUSINESS CAMPUS, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 21 AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1994 AS DOCUMENT R94-215456 IN DUPAGE COUNTY, ILLINOIS.

ALSO DESCRIBED AS FOLLOWS:

LOT 1 IN FOX VALLEY MEDICAL BUSINESS CAMPUS PLAT OF CONSOLIDATION OF LOTS 1, 2, 3 AND 4 IN FOX VALLEY MEDICAL BUSINESS CAMPUS, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 21 AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 2007 AS DOCUMENT R2007-116412, EXCEPTING THE FOLLOWING DESCRIBED LAND:

LOT 4 IN FOX VALLEY MEDICAL BUSINESS CAMPUS, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 21 AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1994 AS DOCUMENT R94-215456 IN DUPAGE COUNTY, ILLINOIS.

Common Address: 4151 McCoy Drive, Aurora, Illinois 60504

Permanent Index Number: 07-28-107-010-0000

EXHIBIT B

LANDLORD'S WORK

Landlord's Work shall include the following items based on the sketch provided and notes herein:

- Two ADA Restrooms with the required number of stalls required by Code (bathrooms will include all finishes (paint, flooring, fixtures, etc.). Tenant will have the option to upgrade beyond the building standard finishes at their expense. Ok, this should be fine
- Kitchen area: drop ceiling with electric and lighting Tenant to provide more detail on standard lighting required for the space.
- Electrical including power to new equipment and convenience outlets
- Lighting fixtures (tenant shall provide type and model numbers for fixtures throughout), however the lighting shall be consistent with standard fluorescent fixture costs as estimated for the build out costs
- Grease Trap: There is a common grease trap for the center that Tenant will be piped into as part of Landlord's Work.
- HVAC with tonnage based on requirement for use and space size
- HVAC duct distribution
- Gas piping as required
- Acoustical Ceiling
- Wall demising Kitchen from Dining Area (5/8" plywood INSIDE kitchen wall)
- Fire Alarm and Fire Protection
- Floor drains
- 3 compartment sink
- Plumbing required and including new bar area. Actual bar is not included in Landlord Work and will be provided by Tenant.
- New glass vestibule entrance
- Rear Door: (service door) needs to be 40" minimum (48" would be ideal)

Note: All kitchen equipment shall be provided by Tenant

Tenant shall be responsible for constructing the bar area

ADDITIONAL WORK TO BE BID: (Landlord's contractor) but will not be included in the Landlord's Scope of Work.

- Flooring throughout: Kitchen area – FRP do you want the Landlord to provide a cost for this and add into the rent if the Tenant wants the Landlord to complete?
- Dining area, vestibule – ceramic tile

Landlord Work Exhibit Used for Pricing

1. General Conditions

- Project management, field supervision, final cleaning, dumpsters, indirect costs
- All architectural plans and permits

2. Demolition

- Not included

3. Concrete

- Provide concrete scanning for new saw cutting
- Pour new concrete slab

4. Millwork

- Not Included

5. Roof Patching

- Patch the roof at the new roof penetrations

6. Doors/Hardware

- Provide THREE (3) new 30 X 70 paint grade door/frame/hardware

7. Glass

- Provide THREE (3) new aluminum door and vestibule glass

8. Framing/Drywall/Carp

- Provide new partitions, demising wall, furred walls, drywall patching, wood blocking, door/frame install, etc. per the drawing

9. Acoustical Ceilings

- Provide and install new kitchen ceiling tile at the kitchen area
- Provide and install new 2x4 Fissure ceiling tile with 15/16" grid throughout

10. Flooring

- Not included

11. Painting

- Paint the new and existing partitions throughout the space; includes painting the new and relocated door frames, and staining one

12. Miscellaneous Specialties

- Provide new fire extinguishers
- Provide new accessories for the bathroom

13. HVAC

- Supply and install new duct distribution and diffusers throughout the space.
- Supply and install new grease duct for the hood
- Supply and install new gas pipe for (1) stove, (1) grill, (1) oven, (1) fryer
- See alternate below for new MAU if needed
- Note: No costs are included for refrigeration of the new walk in cooler

14. Fire Protection

- Drop new sprinkler heads to accommodate the new layout
- NOTE: Does not include any fire suppression costs for the new hood
- Includes permit drawings and permit fees
- Landlord will provide fire alarm and protection system in the entire space

15. Plumbing

- Provide (4) wall hung lavies, (3) floor mounted toilets, and (1) urinal for new bathrooms
- Provide (2) new 3 compartment sinks, (2) hand sinks, (7) floor drains
- Provide water and sanitary connection to new bar and dishwasher
- Note: The existing as-built drawings show an existing grease line. We have assumed tying into the existing line. No new grease traps are included.
- Grease trap is currently existing within the center and the Tenant will be provided appropriate piping to drain to the shared grease trap.

16. Electrical

- New submeters have not been included. Does not include a new electrical panel. Based on the equipment list provided, we think the existing panel is adequate for the new equipment. Equipment list will need to be provided to confirm the new loads
- Landlord shall be responsible for any and all needed submeters (to be determined once equipment is confirmed), if required.

17. Fire Alarm Allowance

- Add/relocate devices
- Includes permit drawings and permit fee



4151 MCCOY DRIVE - SUITE 153 and 155
ALBANY, KENTUCKY

PARTIAL BLDG PLAN

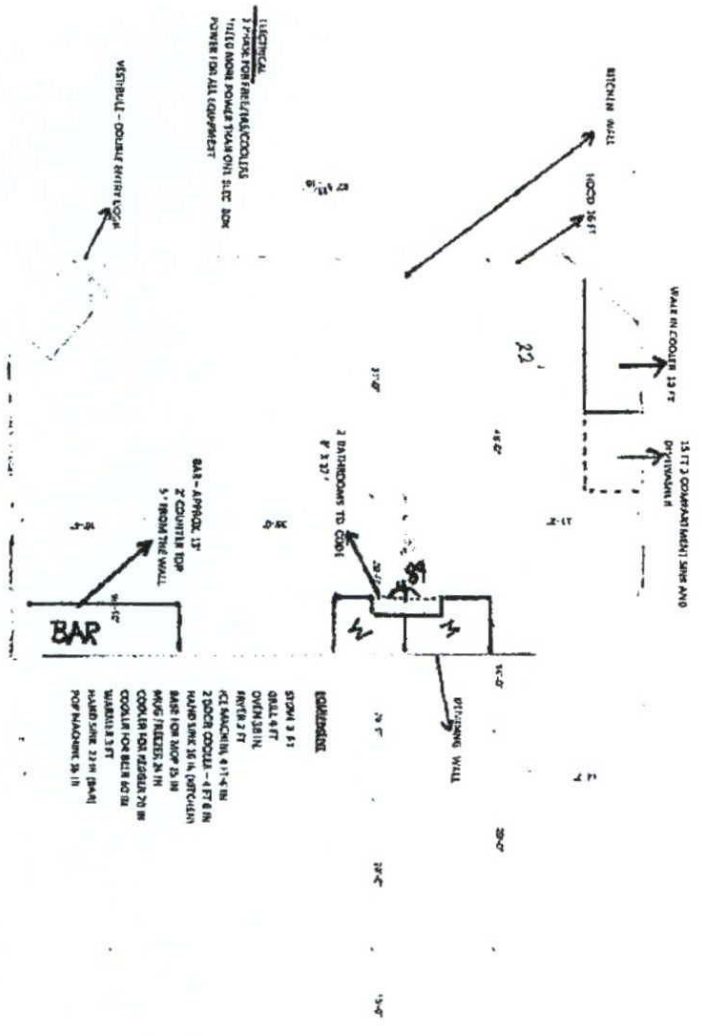


EXHIBIT C

DESCRIPTION OF TENANT'S WORK

This Exhibit shall set forth the terms and conditions relating to the construction of the tenant improvements in the Premises. All references in this Exhibit to Sections of "this Lease" or "the Lease" shall mean the relevant portion of the Lease to which this Exhibit is attached as Exhibit C and of which this Exhibit forms a part. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Lease. In the event of a conflict between the terms of the Lease and the terms of this Exhibit C, the terms of this Exhibit C shall control.

(1) **Tenant's Work.** Tenant, at its sole cost and expense, shall perform, or cause to be performed, Tenant's Work in the Premises provided for in Tenant's Approved Plans.

(2) **Pre-Construction Activities.**

a. Prior to commencing construction, Tenant shall submit the following information and items to Landlord for Landlord's review and approval:

(i) The names and addresses of Tenant's contractors (and said contractor's subcontractors) and materialmen to be engaged by Tenant for the Tenant's Work (individually, a "Tenant Contractor," and collectively, "Tenant's Contractors"). Landlord has the right to approve or disapprove all or any one or more of Tenant's Contractors, which it agrees to do promptly upon being advised of the identity of same.

(ii) Copies of insurance policies or certificates of insurance as hereinafter described. Tenant shall not permit Tenant's Contractors to commence work until the required insurance has been obtained and copies of policies or certificates have been delivered to Landlord.

(iii) The Tenant's plans and specifications for Tenant's Work shall be delivered to Landlord within thirty (30) days after the Effective Date for Landlord's review. Tenant will update such information and items by notice to Landlord of any changes.

b. Tenant's Work shall not be undertaken or commenced by Tenant in the Premises until:

(i) Tenant has delivered, and Landlord has approved, all items set forth in Paragraph 2(a) above; (ii) all necessary building permits have been applied for and obtained by Tenant; and (iii) proper provision has been made by Tenant for payment in full of the cost of the Tenant's Work, evidence of which is satisfactory to Landlord.

(3) **Charges And Fees.** Tenant shall pay Landlord all of Landlord's reasonable direct out-of-pocket costs, if any, incurred in connection with the Tenant's Work.

(4) **Change Orders.** All changes to Tenant's Approved Plans requested by Tenant must be approved by Landlord in advance of the implementation of such changes as part of the Tenant's Work. All delays caused by Tenant-initiated change orders, including, without limitation, any stoppage of work during the change order review process, are solely the responsibility of Tenant and shall cause no delay in the commencement of the Lease or the Rent and other obligations therein set forth. All increases in the cost of the Tenant's Work resulting from such change orders shall be borne by Tenant.

(5) **Standards of Design and Construction and Conditions of Tenant's Performance.** All work done in or upon the Premises by Tenant shall be done according to the standards set forth in this Paragraph 5, except as the same may be modified in Tenant's Approved Plans.

a. Tenant's Approved Plans and all design and construction of Tenant's Work shall comply with all applicable statutes, ordinances, regulations, laws, codes and industry standards, including, but not limited to, requirements of Landlord's fire insurance underwriters.

b. Tenant shall, at its own cost and expense, obtain all required building permits and occupancy permits. Tenant's failure to obtain such permits shall not cause a delay in the commencement of the Term or the obligation to pay Rent or any other obligations set forth in the Lease.

c. Tenant's Contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's contractors and subcontractors and with other contractors and subcontractors in the Shopping Center. All work shall be coordinated with any other construction or other work in the Shopping Center in order not to adversely affect construction work being performed by or for Landlord or its other tenants.

d. Tenant shall use only new, first-class materials in Tenant's Work, except where explicitly shown in Tenant's Approved Plans. All Work shall be done in a good and workmanlike manner. Tenant shall obtain contractors' warranties of at least one (1) year duration from the completion of the Tenant's Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Tenant's Work.

f. Tenant and Tenant's Contractors shall make all efforts and take all steps appropriate to assure that all construction activities undertaken comport with the reasonable expectations of all tenants and other occupants of a fully-occupied (or substantially fully occupied) Shopping Center and do not unreasonably interfere with the operation of the Shopping Center or with other tenants and occupants of the Shopping Center. In any event, Tenant shall comply with all reasonable rules and regulations existing from time to time at the Shopping Center. Tenant and Tenant's Contractors shall take all precautionary steps to minimize dust, noise and construction traffic, and to protect their facilities and the facilities of others affected by the Tenant's Work and to properly police same. Construction equipment and materials are to be kept within the Premises and delivery and loading of equipment and materials shall be done at such locations and at such time as Landlord shall direct so as not to burden the construction or operation of the Shopping Center.

g. Landlord shall have the right to order Tenant or any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's Contractors in performing work to cease work and remove its equipment and employees from the Shopping Center. No such action by Landlord shall delay the commencement of the Lease or the obligation to pay Rent or any other obligations therein set forth.

h. Utility costs or charges for any service (including HVAC) to the Premises shall be the responsibility of Tenant from the date Tenant is obligated to commence or commences the Tenant's Work and shall be paid for by Tenant. Tenant shall pay for all support services provided by Landlord's contractors at Tenant's request or at Landlord's discretion resulting from breaches or defaults by Tenant under this Exhibit. Tenant shall arrange and pay for removal of construction debris and shall not place debris in the Shopping Center's waste containers. If required by Landlord, Tenant shall sort and separate its waste and debris for recycling and/or environmental law compliance purposes.

i. Tenant shall permit access to the Premises, and the Tenant's Work shall be subject to inspection, by Landlord and Landlord's architects, engineers, contractors and other representatives, at all times during the period in which the Tenant's Work is being constructed and installed and following completion of the Tenant's Work.

j. Tenant shall proceed with its work expeditiously, continuously and efficiently. Tenant shall notify Landlord upon completion of the Tenant's Work.

k. Tenant shall have no authority to deviate from Tenant's Approved Plans in performance of the Tenant's Work, except as authorized by Landlord and its designated representative in writing.

1. Landlord shall have the right to run utility lines, pipes, conduits, duct work and component parts of all mechanical and electrical systems where necessary or desirable through the Premises, to repair, alter, replace or remove the same, and to require Tenant to install and maintain proper access panels thereto.

iii. Tenant shall impose on and enforce all applicable terms of this Exhibit against Tenant's architect and Tenant's Contractors.

(6) **Insurance and Indemnification.**

a. In addition to any insurance which may be required under the Lease, Tenant shall secure, pay for and maintain and cause Tenant's Contractors to secure, pay for and maintain during the continuance of construction and fixturing work within the Shopping Center or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(i) Worker's Compensation as required under applicable law and Employer's Liability Insurance with limits of not less than \$500,000.00 for each of the following: (i) bodily injury -- each accident, (ii) bodily injury by disease -- each person, and (iii) bodily injury by disease -- policy limits, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the work is to be performed, and in any event sufficient to protect Tenant's Contractors from liability under the aforementioned acts.

(ii) Commercial General Liability Insurance (including Contractors' Protective Liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom), personal injury or property damage liability or a combination thereof with a minimum aggregate limit of \$2,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Tenant and Tenant's Contractors against any and all claims for personal injury, bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under Tenant's contracts with Tenant's Contractors whether such operations are performed by Tenant, Tenant's Contractors or by anyone directly or indirectly employed by any of them.

(iii) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than \$1,000,000.00 for each person in one accident, and \$1,000,000.00 for injuries sustained by two or more persons in any one accident, and property damage liability in an amount not less than \$1,000,000.00 for each accident. Such insurance shall insure Tenant and Tenant's Contractors against any and all claims for personal injury, bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under Tenant's contracts with Tenant's Contractors, whether such operations are performed by Tenant's Contractors, or by anyone directly or indirectly employed by any of them.

(iv) "All-risk" builder's risk insurance upon the entire Tenant's Work to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Tenant's Work and shall insure against the perils of fire and extended coverage and shall include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. Any loss insured under said "all-risk" builder's risk insurance is to be adjusted with Landlord and Tenant and made payable to Landlord, as loss payee for the insureds, as their interests may appear.

All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease, Landlord's contractors, Landlord's architects, and their respective beneficiaries, partners, directors, officers, employees, affiliates, members and agents, and such additional persons as Landlord may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the workmen's compensation policy) to be obtained by Tenant and Tenant's Contractors pursuant to

this paragraph (6). The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary (not excess or contributing) to any insurance carried independently by said additional insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

b. Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law, Tenant agrees to indemnify, protect, defend and hold harmless Landlord, the parties listed, or required, by the Lease to be named as additional insureds, Landlord's contractors, Landlord's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Tenant's Work or the entry of Tenant or Tenant's Contractors into the Shopping Center and the Premises, including, without limitation, mechanics' liens, the cost of any repairs to the Premises or Shopping Center necessitated by activities of Tenant or Tenant's Contractors, bodily injury or personal injury to persons or damage to the property of Tenant, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

EXHIBIT D

SIGNAGE CRITERIA

Landlord encourages exciting and individualistic signage as an integral part of the Tenant's storefront design.

1. The advertising of informative content of all signs shall be limited to letters designating the store name. Crests, "bugs" and logos shall not be permitted.
2. Box signs will not be permitted. The size of the letters shall be in proportion to the size of the sign as determined in accordance with the provisions of Paragraph 5.b. of this Exhibit D.
3. The functionality, character, design, color and layout of all signs shall be subject to Landlord's approval in Landlord's sole discretion. It is acknowledged that Tenant's sign is an important and integral part of Tenant's storefront design. Tenant's signage, therefore, is required to be submitted as part of Tenant's preliminary design submittal to Landlord.
4. Tenant shall be permitted to install only one (1) sign on the storefront of the Premises; however, Landlord may require tenants in corner locations to install a second storefront sign.
5. All signs shall be in accordance with the following requirements, without limitation:
 - a. The sign and any part or parts thereof shall be located within the physical limits of the storefront of the Leased Premises and located within the permitted sign area, all as defined by Landlord.
 - b. No sign shall exceed a maximum brightness of 100 foot candles.
 - c. All signs shall be fabricated and installed in compliance with all applicable building and electrical codes and shall bear a U.L. label.
 - d. Small scale signs presenting store hours and credit card signage are not permitted.
6. The fabrication, installation and operation of all signs shall be subject to the following restrictions:
 - a. No exposed raceways, ballast boxes and/or electrical transformers, crossovers, conduit and/or sign cabinets shall be permitted nor shall translucent sides of sign letters be permitted. Exposed fluorescent and/or incandescent tubing or lamps may be acceptable in certain design applications.
 - b. No flashing, moving, flickering and/or blinking illumination, animation, emission of audible sound, moving lights and/or floodlight illumination shall be permitted.
 - c. The name and/or stamp of the sign contractor or sign company or both shall not be exposed to view.
7. Any and all permits and/or approvals if required by any governing ordinance(s) shall be obtained by Tenant, at Tenant's sole cost and expense, prior to field installation.
8. The following type signs are prohibited, without limitation:
 - a. Paper signs and/or stickers utilized as signs.
 - b. Signs of a temporary character or purpose, irrespective of the composition of the sign or material used therefore.
 - c. Outrigger and/or blade-type signs.

- d. Moving signs.
- e. Pylon signs.
- f. Exterior signs other than service door identification

EXHIBIT E

FORM OF SNDA

SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT

Date: _____, 20__

Lender: _____

Loan No: _____

Landlord: Fullerton Aurora KVR Square LLC

Landlord's Notice Address:

Tenant: _____

Tenant's Notice Address:

Lease: a certain Lease dated _____, 2015, between Fullerton Aurora KVR Square LLC as the landlord and _____ as the tenant.

1. Background. Landlord is the landlord and Tenant is the tenant under the Lease, pursuant to which Tenant occupies a portion (the "Premises") of the real property and improvements (the "Property") located at 4151 McCoy Drive, Aurora, Suite ____, Chicago, Illinois, and more particularly described in Exhibit A attached hereto. Lender is about to make a loan to Landlord secured by a mortgage or deed of trust (the "Mortgage") on the Property. Lender desires that the Lease be subject and subordinate to the Mortgage. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of the Mortgage, notwithstanding any future default in the performance by Landlord or any successor-in-title to Landlord of any of Landlord's obligations under the Mortgage, and Lender is willing to give Tenant such assurances.

2. Agreements, Terms and Conditions. In consideration of the mutual covenants herein contained, Lender, Landlord and Tenant agree as follows:

2.1. The Lease is and shall at all times be subject and subordinate to the Mortgage, the terms and conditions of the Mortgage, the rights and lien of the holder of the Mortgage, and all renewals, modifications, consolidations, replacements and extensions thereof.

2.2. For so long as Tenant shall not be in default of any of Tenant's obligations under the Lease beyond any applicable notice or grace period provided therein, Tenant shall not be evicted from the Premises, nor shall Tenant's leasehold estate under the Lease be terminated or disturbed or any of Tenant's rights under the Lease be disturbed by reason of any default by Landlord under the Mortgage or any resulting foreclosure or other action or proceeding taken by Lender under the Mortgage.

2.3. For so long as Tenant shall not be in default of any of Tenant's obligations under the Lease beyond any applicable notice or grace period provided therein, Lender shall not, for the purpose of

terminating the Lease, join Tenant as a party defendant in any foreclosure or other action or proceeding taken by Lender under the Mortgage.

2.4. In the event of foreclosure of the Mortgage or the delivery of a deed in lieu of foreclosure thereof, the purchaser upon foreclosure of the Mortgage, or the grantee under a deed in lieu of foreclosure, shall thereby succeed to the position of landlord under the Lease, and Tenant shall attorn to and accept such purchaser or grantee as the landlord under the Lease, and (subject to the terms and conditions of the Lease) such purchaser or grantee shall not disturb the possession of the Tenant and shall be bound by all of the obligations of the landlord under the Lease; provided, however, that such purchaser or grantee shall not:

- (a) be liable for any act or omission of a prior landlord under the Lease, including Landlord;
- (b) be subject to any offsets, defenses or counterclaims which Tenant might have against any prior landlord under the Lease, including Landlord;
- (c) be bound by the payment of any Rent, Additional Rent or other sums, including security deposits unless actually received by Lender, which Tenant may have paid more than thirty (30) days in advance to any prior landlord under the Lease, including Landlord;
- (d) be liable for refusal or failure to perform or complete any work to be performed by any prior landlord under the Lease, including Landlord, or otherwise to prepare the Premises for occupancy in accordance with the provisions of the Lease; or
- (e) be bound by any termination or amendment of the Lease made without Lender's prior written consent.

3. Amendment of Lease. Landlord and Tenant hereby confirm that the Lease has not been amended or otherwise modified except as set forth above and is in full force and effect.

4. Notice. Any notice or demand which any party may desire to or be required to serve upon any other party shall be given in writing by overnight courier service with guaranteed next day delivery or by certified United States Mail postage prepaid, sent to the intended addressee at the applicable Notice Address stated above or to another address if the addressee has so designated by written notice. Notices shall be deemed given when received or, if earlier, in the case of delivery by courier service with guaranteed next day delivery, the next day or the day designated for delivery, or in the case of delivery by certified United States Mail, two days after deposit with the postal service.

5. Construction. The provisions of this Agreement shall be construed in accordance with the laws of the state in which the Property is located.

6. Waiver, Change or Discharge. This Agreement may not be waived, changed or discharged orally, but only by an agreement in writing and signed by the parties, and any oral waiver, change or discharge of any provision of this Agreement shall be without authority and of no force and effect.

7. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, successors and assigns. The word "Lender" as used herein shall mean not only the original Lender named herein but also all future holders of the Mortgage. The word "Tenant" as used herein shall mean not only the original Tenant named herein but also any entity which shall become the owner of the leasehold estate under the Lease and Tenant's rights, benefits and privileges under the Lease in compliance with the Lease or with the prior written consent of Landlord and Lender. The word "Landlord" as used herein shall mean not only the original Landlord named in the first paragraph hereof but also all future owners of the Property.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered under seal as of the date first above written.

TENANT:

By: _____

Name: _____

Title: _____

LANDLORD:

By: _____

Name: _____

Title: _____

LENDER:

By: _____

Name: _____

Title: _____

(The following acknowledgment is to be used by Tenant.)

STATE OF ILLINOIS :
: ss:
COUNTY OF DUPAGE :

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by _____
of _____ a _____
on behalf of the _____.

Notary Public

My Commission Expires:

(The following acknowledgment is to be used by Mortgagor.)

STATE OF _____ :
: ss:
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by _____
of _____ a _____, on behalf of the _____.

Notary Public

My Commission Expires:

(The following acknowledgment is to be used by Mortgagee.)

STATE OF ILLINOIS :
: ss:
COUNTY OF DUPAGE :

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by _____
of _____ a _____, on behalf of the _____.

Notary Public

My Commission Expires:

EXHIBIT A

Property Description

LOTS 1, 2 AND 3 IN FOX VALLEY MEDICAL BUSINESS CAMPUS, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 21 AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1994 AS DOCUMENT R94-215456 IN DUPAGE COUNTY, ILLINOIS.

ALSO DESCRIBED AS FOLLOWS:

LOT 1 IN FOX VALLEY MEDICAL BUSINESS CAMPUS PLAT OF CONSOLIDATION OF LOTS 1, 2, 3 AND 4 IN FOX VALLEY MEDICAL BUSINESS CAMPUS, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 21 AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 2007 AS DOCUMENT R2007-116412, EXCEPTING THE FOLLOWING DESCRIBED LAND:

LOT 4 IN FOX VALLEY MEDICAL BUSINESS CAMPUS, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 21 AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1994 AS DOCUMENT R94-215456 IN DUPAGE COUNTY, ILLINOIS.

Common Address: 4151 McCoy Drive, Aurora, Illinois 60504

Permanent Index Number: 07-28-107-010-000

EXHIBIT F

PROHIBITED USES

Eye Level: use for educational assistance/tutoring to children ages 3-16, including, but not limited to, Kumon, Mathnasium, Sylvan and/or Huntington Centers, both company-owned and/or franchised; provided, however, nothing contained herein shall preclude Landlord from using, leasing or permitting us of any other store or property in the Shopping Center for day cares, Montessori schools, and high level learning centers for Grades 9 and above, including test preparation services. Use for the display, sale and/or distribution of firearms, other than by a retailer occupying in excess of 15,000 square feet shall be prohibited.

Fit Your Dreams: a specialty shop with its Primary Business being the retail sale of dance and gymnastics apparel, occupying less than 5,000 square feet of in-line leasable area.

EXHIBIT "G"

GUARANTY

GUARANTY

THIS GUARANTY is a condition of and made as part of that certain lease ("LEASE"), dated _____, 2016, made between _____, a(n) _____ ("TENANT") and FULLERTON AURORA KVR SQUARE LLC, a Delaware limited liability company ("LANDLORD").

WHEREAS, Landlord under the Lease requires as a condition to its execution of the Lease that Guarantor guarantee the performance and obligations of Tenant under the Lease.

WHEREAS, Guarantor desires to have Landlord and Tenant enter into the Lease and therefore desires to guaranty Tenant's performance under the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of, and as an inducement for the granting, execution and delivery of the Lease, and in further consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, _____ (hereinafter [collectively] referred to as the "Guarantor"), hereby [jointly and severally] guarantees to Landlord, its successors and assigns, the full and prompt payment of any and all Rent, as such term is defined in the lease, and all sums and charges payable under the Lease by the Tenant, its successors and assigns, including, without limitation, Minimum Rent, Additional Rent, Common Area Expenses, Insurance Charges and Taxes, and hereby further guarantees the full and timely performance and observance of all of the covenants, terms, conditions and agreements under the Lease to be performed and observed by the Tenant, its successors and assigns; and the Guarantor hereby covenants and agrees to and with the Landlord, its successors and assigns, that if the Tenant shall at any time be in default, or if Tenant should fail to pay any Rent, sums and/or charges required of the Tenant under the Lease, or default in the performance and observance of any of the terms, covenants, conditions or agreements contained in the Lease, the Guarantor shall and will immediately pay such Rent and other such sums and charges to the Landlord, its successors and assigns, and any arrears thereof, and shall and will immediately perform and fulfill all of such terms, covenants, conditions and agreements, and will immediately pay to the Landlord all damages that may arise as a consequence of any default by the Tenant, its successors and assigns, under the Lease, including, without limitation, all reasonable attorneys' fees and costs incurred by the Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment and performance. The obligations of Guarantor hereunder are independent of the obligations of the Tenant and shall be enforceable against the Guarantor, and the Guarantor's heirs, administrators, executors, successors and assigns, without the necessity for any suit or proceedings on the Landlord's part of any kind or nature whatsoever against the Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by

reason of the assertion or the failure to assert by the Landlord against the Tenant, or its successors and assigns, of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease. This Guaranty shall be a continuing Guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by the Landlord to the Tenant, its successors or assigns, or by reason of any dealings or transactions or matter or thing occurring between the Landlord and the Tenant, its successors or assigns, whether or not notice thereof is given to the Guarantor.

The Guarantor further represents and warrants to the Landlord, as an inducement for it to execute the Lease, that the Guarantor has a financial interest in the Tenant, and if Guarantor is a corporation, that the execution and delivery of this Guaranty is not in contravention of its charter or by-laws and has been duly authorized by its board of directors. All of the Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois. All terms used but not defined herein shall have the same meaning herein provided in the Lease.

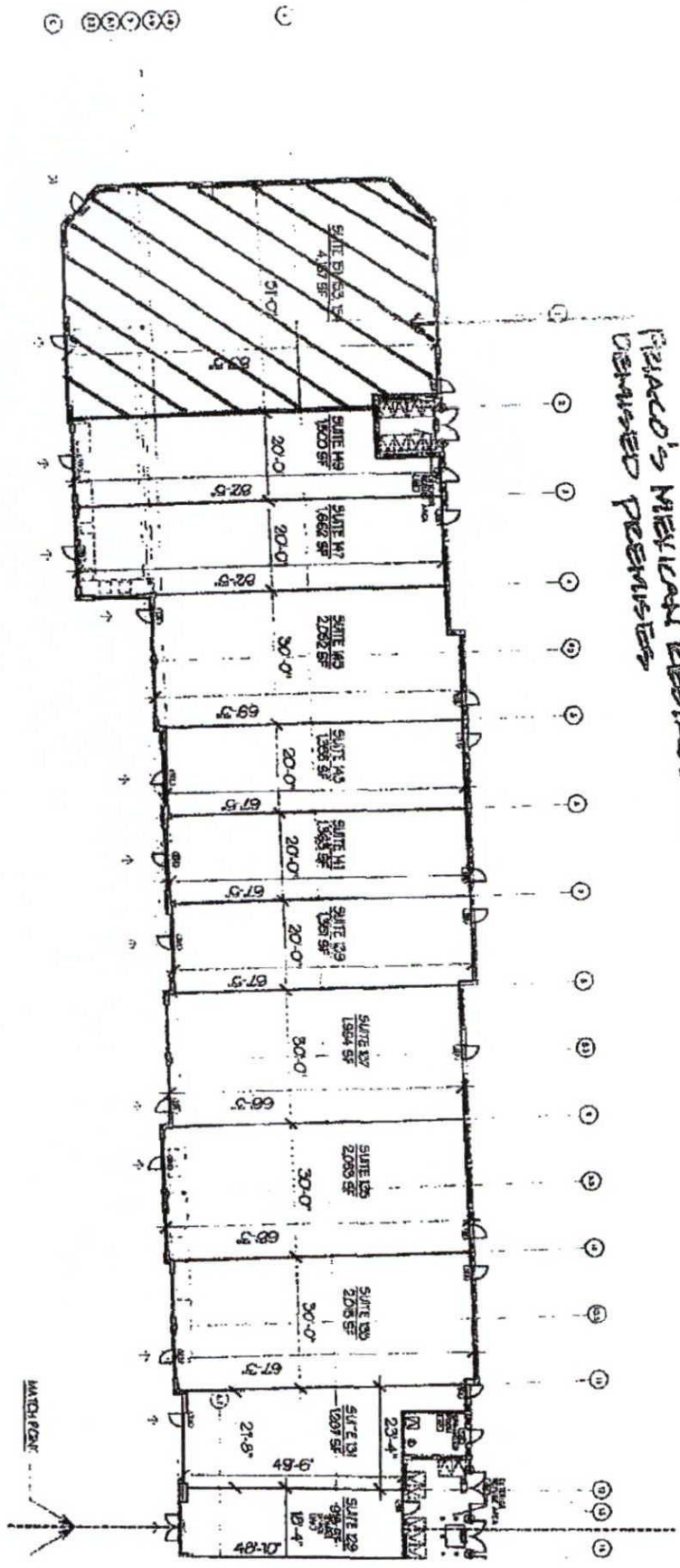
IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed effective the day and year first above written.

GUARANTOR:

Printed Name: _____

Guarantor's Address:

*FIJACO'S MEXICAN RESTAURANT
DEMANDED PREMISES*



ARCO
MURRAY

KVR SQUARE
AURORA, IL



ORGANIZATION CHART AS OF JANUARY 31, 2016

FRIACO'S MEXICAN RESTAURANT

PRESIDENT/OWNER

CARLOS .P. ARECHIGA

6407 BRECKENRIDGE DRIVE

PLAINFIELD, IL 60586

100% OWNERSHIP

FRIACO 1940 LLC

FRIACOS MEXICAN RESTAURANT

FRIACO'S MEXICAN RESTAURANT

4151 MC COY DRIVE

SUITES 151,153 & 154

AURORA, IL 60504

630-851-3930 OFFICE

815-557-1894 MOBILE

815-254-8603 HOME

Illinois Business Authorization

FRIACOS MEXICAN RESTAURANT

Loc. Code: 022-0042-2-001

DBA: FRIACOS MEXICAN RESTAURANT

Aurora (DuPage)

DuPage County

4405 FOX VALLEY CENTER DR

AURORA IL 60504-4116

Certificate of Registration

Expiration Date:

4/30/2017

Sales and use taxes and fees

(3328-2986)



Director
DEPARTMENT OF REVENUE
Issued Date: 04/30/2012