



CITY OF ANN ARBOR
 APPLICATION FOR ~~NEW LICENSES~~
 RECLASSIFICATION OF EXISTING LICENSE

Date: 5-11-2026

Instructions: This application must be completed and returned with a \$150 application fee for each license before it can be considered. All answers must be typed or printed. Sign the completed form in ink and return to the City Clerk, 301 E. Huron St., Ann arbor, Michigan 48104. MAKE ALL CHECKS OR MONEY ORDERS PAYABLE TO THE CITY OF ANN ARBOR, MICHIGAN.

1. Applicant identification-all applicants	
Name of individual, partnership, corporation or limited liability company who will hold the license: Anna's House Ann Arbor LLC	Contact Person Name: Seth P Tompkins (P63249) (attorney)
Business Street Address: 445 E Eisenhower Pkwy #1	Street Address: 26100 American Drive, Ste 500
City/State/Zip Code: AnnArbor, MI 48108	City/State/Zip Code: Southfield, Michigan 48034
E-Mail:	Business Phone No. Home Phone No. () XXXXXXXXXX

2. Nature of Application – (Check all that apply)
<input checked="" type="checkbox"/> Retail Applicants <input type="checkbox"/> Manufacturer or Wholesale Applicants

3. Retail Applicants – (Please identify all permits being applied for with this license application)	
3a. Check Type of License <input type="checkbox"/> SDM <input checked="" type="checkbox"/> Class C <input type="checkbox"/> A-Hotel <input type="checkbox"/> B-Hotel <input type="checkbox"/> Tavern <input type="checkbox"/> Club <input type="checkbox"/> SDD <input type="checkbox"/> Redevelopment <input checked="" type="checkbox"/> Other: <u>RECLASSIFICATION OF EXISTING TAVERN</u>	3b. Check Type of Permits <input checked="" type="checkbox"/> Sunday Sales <input type="checkbox"/> Add Bar <input type="checkbox"/> Entertainment Sales <input type="checkbox"/> Dance <input type="checkbox"/> Outdoor Sales <input checked="" type="checkbox"/> Before / After Hours For: <u>FOOD FROM 6AM-7AM</u> <input type="checkbox"/> Other: _____

4. New Manufacturer or Wholesale Applicants		
<input type="checkbox"/> Wine Maker <input type="checkbox"/> Small Wine Maker <input type="checkbox"/> Wine Maker Tasting Room <input type="checkbox"/> Micro Brewer <input type="checkbox"/> Small Distiller	<input type="checkbox"/> Manufacturer of Spirits <input type="checkbox"/> Industrial Manufacturer <input type="checkbox"/> Warehouse <input type="checkbox"/> Brewpub	<input type="checkbox"/> Outstate Seller of Mixed Spirit Drinks <input type="checkbox"/> Outstate Seller of Wine <input type="checkbox"/> Outstate Seller of Beer <input type="checkbox"/> Other: _____

5. Transfer Applicants – (Please identify all other types of licenses/permits will be transferred and held in conjunction with the on-premise license)

5a. Check Type of License	5b. Check Type of Permits
<input checked="" type="checkbox"/> SDM <input type="checkbox"/> Class C <input type="checkbox"/> A-Hotel <input type="checkbox"/> B-Hotel <input type="checkbox"/> Tavern <input type="checkbox"/> Club <input type="checkbox"/> SDD <input type="checkbox"/> Redevelopment <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Sunday Sales <input type="checkbox"/> Add Bar <input type="checkbox"/> Entertainment Sales <input type="checkbox"/> Dance <input type="checkbox"/> Outdoor Sales <input checked="" type="checkbox"/> Before / After Hours For: <u>FOOD FROM 6AM-7AM</u> <input type="checkbox"/> Other: _____

6. Proposed Licensed Address:

445 E Eisenhower Pkwy #1, Ann Arbor, MI 48108

7. Briefly describe the business, for example – Drug Store, Restaurant, Party Store, Wholesaler, Wine Maker, etc.

Existing brunch/lunch restaurant adding liquor license (reclassification from Tavern to Class C) to add beverages such as mimosas, screwdrivers, bloody marys, and coffee liqueurs and cordials to the menu.

8. This proposed licensed business will be owned by: (check one)

- Me as the individual owner
 The named corporation
 The named liability company

The following partners (indicate limited partners with an "L" before their name)

Partnership Information: (attach additional sheet if necessary)

Name of Partners	Home Address	Telephone Number
JOSHUA BECKETT	[REDACTED]	[REDACTED]

* All partners may be required to complete and submit additional information as part of the application review process, by completing this application applicant agrees to comply with any such requests.

9. Personal Information – Individual Applicants and Partnership Members Only

Date of Birth _____ (required to confirm applicant is over 21 years of age)

If you are not a US Citizen – Are you a registered alien? Yes No Or, do you have a Visa? Yes No

Full name of spouse: ERIN BECKETT

Have you ever legally changed your name? Yes No If Yes, from _____ to _____

Have you been known by other names? Yes No List Names: JOSH

Have you ever been convicted of a criminal offense, including alcohol related infractions (exclude traffic citations)?

Yes No If Yes, please list charge, date of conviction, location and disposition below.

(Use additional sheet if necessary.)

CHARGE	DATE	PLACE	DESCRIPTION
[REDACTED]			

List your former occupations for the past 3 years:

DATE (to/from)	OCCUPATION	EMPLOYER NAME AND ADDRESS
<u>2005-PRESENT</u>	<u>OWNER/OPERATOR OF ANNA'S KITCHEN RESTAURANTS THROUGHOUT</u>	<u>MICHIGAN</u>

I or my spouse previously held or now hold interest in the following licenses for sale of alcoholic beverages as sole licensee, partner or corporation:

NAME OF LICENSE	TYPE OF LICENSE	LOCATION	DATE
<u>ANNA'S HOUSE GRAND HAVEN LLC - CLASS C</u>		<u>GRAND HAVEN, MI</u>	<u>2021 - PRESENT</u>

Do you or your spouse hold any law enforcement powers including powers of arrest? Yes No

10. Limited Partnership Applicants Only – is the limited partnership authorized to do business under the laws of Michigan?

Yes No Date authorized: _____

11. Corporate & Limited Liability Company Applicants Only -

Attach copy filed or proposed Articles of Incorporation, last annual report/statement filed & attach copy of stock options.

Corporate/LLC Name: <u>ANNA'S HOUSE ANN ARBOR LLC</u>	Incorporation/Organization date: <u>07/05/2018</u>
Incorporated/Organized in what State? <u>MICHIGAN</u>	Michigan Authorization date: <u>07/05/2018</u>

11. Continued

Name, Address, Phone Number of Resident Agent:
JOSHUA BECKETT
[REDACTED]

(Check one of each) Profit or Nonprofit Corporation Public or Private Corporation

Date last annual report/statement filed with Michigan Corporation and Securities:

Corporate Officers	Name	Address	Phone Number
President	<u>JOSHUA BECKETT - SEE ABOVE FOR ADDRESS AND PHONE NUMBER</u>		
Vice-President	<u>JOSHUA BECKETT - SEE ABOVE FOR ADDRESS AND PHONE NUMBER</u>		
Secretary	<u>JOSHUA BECKETT - SEE ABOVE FOR ADDRESS AND PHONE NUMBER</u>		
Treasurer	<u>JOSHUA BECKETT - SEE ABOVE FOR ADDRESS AND PHONE NUMBER</u>		

12. Corporations and Limited Liability Companies – List all persons, companies and other entities that hold or will hold stock interest or membership in applicant entity.

	Name	Address	Phone Number	%Interest
1.	<u>JOSHUA BECKETT - SEE ABOVE FOR ADDRESS AND PHONE NUMBER</u>	<u>SEE ABOVE FOR ADDRESS AND PHONE NUMBER</u>	<u>SEE ABOVE FOR ADDRESS AND PHONE NUMBER</u>	<u>100%</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

13. Denial of Application/Revocation of License

(A) Have you, prior to this application, made application(s) for a similar or other license on premises other than described in this application?
 Yes No
 If yes, please list date, place and disposition of such application(s).

(B) Have you, prior to this application, been disqualified to receive approval for a license under the laws of the State of Michigan?
 Yes No
 If yes, please explain.

(C) Have you ever held a liquor license which has been revoked or not renewed?
 Yes No
 If yes, please state reason.

14. Financial Details – All applicants

(A) Source of funds used to establish business, or which will be used to purchase this business, list name, address and amount of all money lenders.

Name	Address	Amount
SELF FUNDED		\$ 90,000.00
		\$
		\$

(B) Attorney or representative

SETH P TOMPKINS ESQ PLLC, 26100 AMERICAN DRIVE STE 500, SOUTHFIELD MI 48034, PHONE [REDACTED]

Name	Address	Phone Number

15. Personal Property, Real Estate Taxes or Any Other Obligation to the City

Are any personal property, real estate taxes or any other obligation to the City owed by the current holder of the license?

Yes No

Failure to report and pay these obligations may result in a delay in processing this application.

If yes, detail amount:

Personal Property or Real Estate Tax ID No.: 09-90-00-082-120

Note: Section 9:77 of the Ann Arbor City Code prohibits the City Council from recommending approval of the transfer or renewal of a liquor license if the owner is delinquent in the payment of personal property taxes or any other obligation to the City.

16. Premises (Answer either A, B, or C.) Applicant shall attach a building and grounds layout diagram (8-1/2 x 11) showing the entire structure, premises, and grounds, and in particular the specific areas where the license is to be utilized. Plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, and where appropriate, adequate plans for screening and notice control.

(A) New Construction

Do you need to build a facility at the residence that will hold the license? Yes No

If yes, do you have building permits? Yes No

If no, when do you plan to get them? N/A

If yes, when do you expect construction will begin? N/A

If yes, when do you expect construction to be completed? N/A

If yes, what is the estimated cost of construction of the facility? \$ 0

When is your anticipated occupancy date/open for business date? PRESENTLY OPEN AND OPERATING

Would you build the facility at this location if you do not get a license? N/A Yes No

(B) Existing Facility-No Renovation

Is the facility currently occupied? Yes No

If yes, do you intend to be licensed under the existing business at this location? Yes No

If yes, do you intend to be licensed under the same management? Yes No

How long has the existing business be at the location? MARCH 2019

Are you currently associated with the business operation on site? Yes No

If yes, in what capacity are you associated? OWNER/OPERATOR

If no, will you be purchasing the premises? N/A

(C) Existing Facility-Renovation

Do you plan to renovate an existing facility? Yes No
 If yes, what is the estimated cost of the renovation? \$ N/A
 If yes, when do you expect construction will begin? N/A
 If yes, when do you expect the construction to be completed? N/A
 When is your anticipated occupancy date/open for business date? CURRENTLY OPERATING
 Is the facility currently occupied? Yes No
 If yes, are you currently associated with the business operation on site? Yes No
 If yes, in what capacity are you associated? OWNER/OPERATOR
 Will it be necessary to temporarily close the facility for renovation? Yes No
 If yes, how long will the facility be closed? N/A
 Are you going to renovate the facility if you do not get a license? N/A Yes No

17. Employment – (All applicants must complete either A or B section)

(A) Existing Business

How large is the current staff? (i.e. 1 full-time bartender)

Number	Full	or	Part-time	Position
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____

Will you be retaining current staffing levels, expanding current staffing levels, or decreasing current staffing levels if you receive the license? Explain. SHOULD BE LIGHT TO MODEST EXPANSION DEPENDING

ON WHETHER THERE IS AN INCREASE OF BUSINESS

(B) New Business N/A

How large of a staff do you plan to have? (i.e. 1 full-time bartender)

Number	Full	or	Part-time	Position
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____

18. Operating Statement – Attach a general operation statement outlining the proposed manner in which the business for which the license being proposed will be operated, including a schedule of the hours of operation, food services, crowd control, and use of facilities.

**SEE ATTACHED PAGES FROM ANNA'S HOUSE ANN ARBOR WEBSITE AND MENUS.
OPEN 7AM-3PM DAILY. THIS IS A BREAKFAST/BRUNCH PLACE - IT WILL REMAIN A BREAKFAST/BRUNCH PLACE.**

19. Personal Statement – (App applicants must complete this requirement)

Please describe how this business will enhance the City of Ann Arbor community. What special considerations should we take into account in evaluating your application? PLEASE LIMIT YOUR ANSWER TO 200 WORDS OR LESS. Please attach a separate sheet of paper if necessary.

ANNA'S HOUSE ANN ARBOR LLC HAS BEEN OPEN AND OPERATING IN THE CITY SINCE 2019. IT IS A "GO TO" ESTABLISHMENT FOR MANY LOCAL RESIDENTS AND VISITORS, ALIKE. THE OWNERSHIP SPENT CONSIDERABLE TIME AND MONEY IN RENOVATING THE PREMISES, HIRING AND TRAINING STAFF, AND OTHERWISE BEING A GOOD BUSINESS TO THE CITY AND NEIGHBOR TO SURROUNDING BUSINESSES AND THE COMMUNITY AT LARGE.

THE CITY SHOULD CONSIDER THAT THE REQUEST MADE IS NOT FOR A NEW QUOTA LICENSE. INSTEAD THE REQUEST IS SIMPLY TO RECLASSIFY THE EXISTING TAVERN LICENSE WHICH ANNA'S HOUSE ANN ARBOR LLC PURCHASED ON THE OPEN MARKET FROM A TAVERN LICENSE (FOR BEER/WINE ONLY) TO A CLASS C LICENSE (FOR BEER/WINE/SPIRITS).

THIS IS TO ALLOW THE BUSINESS TO SELL NOT ONLY MIMOSAS, BEER AND WINE, TO ALSO ALLOW FOR ADDING COFFEE LIQUEURS, CORDIALS, IRISH COFFEES, BLOODY MARYS AND SPRITZES TO THE MENU

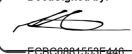
I have read all of the above answers and they are true. I agree to provide all requested information and to fully cooperate with all City Service Areas requesting any and all additional information provided in this application or any attachment thereto. Any changes that occur after the date of this application, applicant will notify the City Clerk, in writing, within 14-days of such change. I understand that the falsification of the information on this form or any false statements made during investigations may constitute grounds for denial of a license.

I warrant that I am not disqualified to receive a liquor license under the ordinances of the City of Ann Arbor or the laws of the State of Michigan. If granted a liquor license I will not violate any federal or state laws or any ordinance of the City of Ann Arbor in the conduct of business.

Attested to:

5-11-2026

Date of Application

DocuSigned by:


Signature of Applicant
(if applicant is a corporation, include title of signor)

JOSHUA BECKETT, PRESIDENT

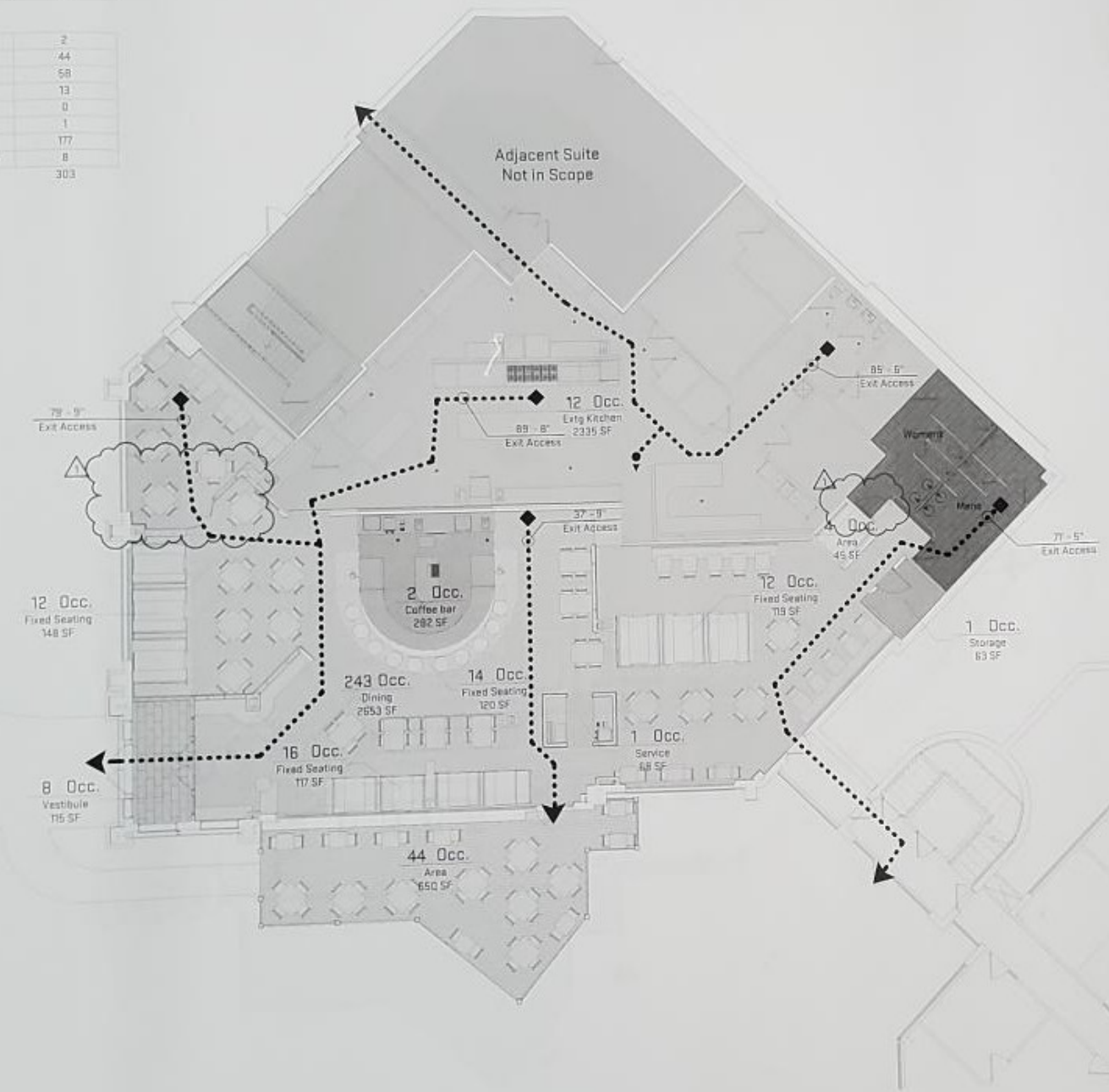
Name of person completing this form if not the applicant

Occupant Load (Table 1004.1.1)

Area	% of Total	Floor Area per Occupant	Net or Gross	Design Occupant Load
282 SF	4%	200		2
650 SF	9%	15	Net	44
550 SF	8%			58
2403 SF	34%	200		13
378 SF	5%			0
63 SF	1%	200		1
2653 SF	37%	15	Net	177
115 SF	2%	15	Gross	8
7093 SF	100%			303

Applicable Codes and Life Safety Summary:

Building Code:	2015 Michigan Rehabilitation Code Alteration Level 2
Mechanical Code:	2015 Michigan Mechanical Code
Electrical Code:	2014 National Electrical Code (NEC)
Plumbing Code:	2015 Michigan Plumbing Code
Energy Code:	2015 Michigan Uniform Energy Code
Use Group:	A-2 Assembly - Restaurant
Construction Type:	II B, Unprotected
Height, Building:	2 Stories above grade
Area, Building:	17,158 s.f.
Work Area:	8,595 s.f.
Fire Suppression:	Yes, Fully sprinklered
Fire Alarm:	
Occupant Load:	See occupant load schedule



Code Analysis Plan & Fire Safety Legend

- Exit Access
- Exit Access Travel Distance (Per 1017)
- Path of Exit Access
- Start of Path
- Common path of egress travel and point (Per Table 1006.3.2(2))
- 75'-0" Exit Access
- 20'-0" Dead End Corridor
- Corridor length (Per 1020.4)
- Line of corridor measurement
- Exit Discharge
- Area Tag
- Occupant Load for area indicated
- Area size (square feet)
- Life Safety Devices / Equipment
- Smoke Detector
- Portable Fire Extinguisher (Class K / ABC)
- "Knock Box" Rapid Entry System
- Exit Signs (Coordinate with Electrical Drawings)
- 1-hour Fire Rated Assembly
- 2-hour Fire Rated Assembly
- 3-hour Fire Rated Assembly
- Egress Load and Capacity



27948363



STATE OF MICHIGAN
CSCL/CD- 2700 - DOMESTIC LIMITED LIABILITY
COMPANY ANNUAL STATEMENT

Corporations Division Administrator

FILED

Doc #: 27948363
Filed Date: 1/29/2026

C0659-8218 01/29/2026 Received by Michigan Corporations Division

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LIMITED LIABILITY COMPANY ANNUAL STATEMENT
Required by Section 207, Act 23, Public Act of 1993

Limited Liability Company Information

The present name of the limited liability company is: ANNA'S HOUSE ANN ARBOR LLC
The identification number assigned by the Bureau is: 802213124
Filing Year 2026

The name of the resident agent at the registered office is:
JOSH BECKETT

Address



Attestations

- I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I enter it into the system.
- I have been authorized by the business entity to file this document online.
- I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature

Self

JOSH BECKETT

01/29/2026

Signer's Capacity

Sign Here

Date





Form Revision Date 02/2017

ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

ANNA'S HOUSE ANN ARBOR LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JOSHUA BECKETT

2. Street Address: 2900 E. BELTLINE, N.E.
 Apt/Suite/Other: SUITE F
 City: GRAND RAPIDS
 State: MI Zip Code: 49525

3. Registered Office Mailing Address:

P.O. Box or Street Address: 2900 E. BELTLINE, N.E.
 Apt/Suite/Other: SUITE F
 City: GRAND RAPIDS
 State: MI Zip Code: 49525

Signed this 5th Day of July, 2018 by the organizer(s):

Signature	Title	Title if "Other" was selected
Steven J. Morren	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

ANNA'S HOUSE ANN ARBOR LLC

ID Number: 802213124

received by electronic transmission on July 05, 2018 ***, is hereby endorsed.***

Filed on July 05, 2018 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 5th day of July, 2018.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau



[JOIN WAITLIST](#)

[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▾

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ▾

[CATERING](#)

[OUR STORY](#)

[NEWSLETTER](#)

[CONTACT](#)

MENUS

Eat at some of the **best breakfast restaurants in Michigan!** Did we mention that we also serve brunch and lunch? Best of all, Anna's House is inclusive of dietary needs and preferences, so everyone feels welcome. [Click here to print our current menus.](#)

MENU KEY

V VEGETARIAN VG VEGAN GF GLUTEN-FREE

GFO GLUTEN-FREE OPTION

*To enhance your dining experience and ensure your safety, kindly inform your server of any allergens you may have.


[MENUS](#)
[JOIN THE WAITLIST](#)
[ORDER ONLINE](#)
[CAREERS](#)
[FRANCHISE](#)
[SELECT LOCATION](#)
[CATERING](#)
[OUR STORY](#)
[NEWSLETTER](#)
[CONTACT](#)
[BREAKFAST](#)
[LUNCH](#)
[SHAREABLES & SIDES](#)
[BEVERAGES](#)

CLASSICS & COMBOS

THE BIG BREAKFAST **GFO**

THREE EGGS, HAM, TWO SAUSAGE LINKS, TWO STRIPS OF BACON, POTATOES, THREE SILVER DOLLAR PANCAKES & YOUR CHOICE OF TOAST.

CORNED BEEF HASH & EGGS **GFO**

SLOW-ROASTED, HAND-PULLED CORNED BEEF, RED SKIN POTATOES, TWO EGGS & YOUR CHOICE OF TOAST.

BISCUITS & GRAVY

TWO JUMBO BUTTERMILK BISCUITS, SMOTHERED WITH HOUSE-MADE SAUSAGE GRAVY, SERVED WITH TWO EGGS & YOUR CHOICE OF POTATOES.

THE TRADITIONALIST **GFO**

TWO EGGS WITH YOUR CHOICE OF MEAT, POTATOES & TOAST.

PANCAKE COMBO **GFO**

TWO PANCAKES, TWO EGGS & YOUR CHOICE OF MEAT.

FRENCH TOAST COMBO **GFO**

TWO FULL SLICES OF FRENCH TOAST, TWO EGGS & YOUR CHOICE OF MEAT.

ANNA'S BELGIAN WAFFLE **GFO** **V**

SIGNATURE BELGIAN WAFFLE SERVED WITH A SIDE OF BROWN SUGAR BUTTER. MAKE IT A COMBO SERVED WITH TWO EGGS & YOUR CHOICE OF MEAT.



SERVED WITH YOUR CHOICE OF POTATOES

MENUS JOIN THE WAITLIST ORDER ONLINE ▼ CAREERS

EGGS BENEDICT GFO

GRILLED ENGLISH MUFFIN TOPPED WITH THICK-CUT HAM, TWO BASTED EGGS & SMOTHERED WITH CREAMY HOLLANDAISE SAUCE.

CORNED BEEF BENNY GFO

GRILLED ENGLISH MUFFIN TOPPED WITH SLOW-ROASTED, HAND-PULLED CORNED BEEF, TWO BASTED EGGS, & SMOTHERED WITH CREAMY HOLLANDAISE SAUCE.

SOUTHWEST EGGS BENEDICT GFO V

GRILLED ENGLISH MUFFIN TOPPED WITH FRESH GUACAMOLE, PLANT-BASED CHORIZO, TWO BASTED EGGS, POBLANO HOLLANDAISE, AND JALAPEÑO CORN SALSA.

SWEET FAVORITES

CHICKEN N' WAFFLES

SIGNATURE BELGIAN WAFFLE TOPPED WITH CRISPY CHICKEN TENDERS. SERVED WITH BROWN SUGAR BUTTER & DRIZZLED WITH A HONEY CARAMEL SAUCE.

CANDIED PECAN & BANANA FRENCH TOAST GFO

LOCALLY MADE CIABATTA BREAD WITH ALMOND MASCARPONE CHEESE, CANDIED PECANS & GRILLED BANANAS. TOPPED WITH A HOUSE-MADE BANANA RUM CARAMEL SAUCE. SERVED WITH YOUR CHOICE OF MEAT.

LEMON POPPYSEED CREPES GF

TWO CREPES STUFFED WITH CREAM CHEESE FILLING TOPPED WITH WARM BLUEBERRY SAUCE. SERVED WITH YOUR CHOICE OF MEAT.

HEALTHY BAKED OATMEAL GF VG

OATS, DRIED CHERRIES & RAISINS BAKED WITH OAT MILK & A DASH OF CINNAMON. SERVED WITH YOUR CHOICE OF STEAMED OAT, ALMOND, COCONUT OR 2% MILK.

CHOCOLATE QUINOA BREAKFAST BOWL GF VG

WARM CHOCOLATEY QUINOA TOPPED WITH FRESH BLUEBERRIES, STRAWBERRIES, BANANAS, TOASTED COCONUT, WALNUTS, PECANS & DRIZZLED WITH DARK CHOCOLATE SAUCE. SERVED WITH A SIDE OF STEAMED OAT, ALMOND, COCONUT OR 2% MILK.



NOUELLA® GREEK YOGURT BOWL V GF

VANILLA GREEK YOGURT, HOUSE-MADE TRIPLE-NUT GRANOLA, BANANAS, STRAWBERRIES & BLUEBERRIES. DRIZZLED WITH PEANUT BUTTER & NOUELLA®, THEN FINISHED WITH TOASTED COCONUT.

FRANCHISE

SELECT LOCATION ▾

CATERING

OUR STORY

NEWSLETTER

SAVORY FAVORITES

ANNA'S BAKED CHILAQUILES V

LAYERS OF BAKED CORN TORTILLAS, MONTEREY JACK CHEESE, & RED ENCHILADA SAUCE. FINISHED WITH CREMA, HOUSE-MADE POBLANO HOLLANDAISE, COTIJA CHEESE, TWO EGGS, AVOCADO, & CILANTRO.

BREAKFAST BURRITO

SCRAMBLED EGGS, SAUSAGE, ONION, GREEN PEPPER & CHEDDAR WRAPPED IN A FLOUR TORTILLA. SERVED WITH SOUR CREAM, GUACAMOLE, HOUSE-MADE RANCHERO SAUCE & YOUR CHOICE OF POTATOES.

CALIFORNIA DREAMIN' AVOCADO TOAST GFO V

TWO SLICES OF WHEAT TOAST, WITH A GENEROUS SPREAD OF OUR HOUSE-MADE GUACAMOLE. TOPPED WITH BASTED EGGS & SPRINKLED WITH PARMESAN CHEESE & RED PEPPER FLAKES. SERVED WITH A CUP OF FRESH FRUIT.

BREAKFAST WET BURRITO

SCRAMBLED EGGS, SAUSAGE, ONION, GREEN PEPPER & CHEDDAR WRAPPED IN A FLOUR TORTILLA. SMOTHERED IN ENCHILADA SAUCE & POBLANO HOLLANDAISE. SERVED WITH YOUR CHOICE OF POTATOES.

CHICKEN SAUSAGE TATER TOT CASSEROLE GF

TATER TOTS BAKED WITH CHEDDAR, SAGE, THYME & ONION. TOPPED WITH CHICKEN SAUSAGE, CHEDDAR, SOUR CREAM, GREEN ONION & TWO EGGS.

MONTE CRISTO GFO

TWO SLICES OF TEXAS FRENCH TOAST WITH HAM & SWISS CHEESE TOPPED WITH POWDERED SUGAR & DRIZZLED WITH HOUSE-MADE RASPBERRY MELBA SAUCE. SERVED WITH YOUR CHOICE OF POTATOES.

COOK'S SANDWICH GFO

SAUSAGE PATTY, EGG, AVOCADO, GREEN ONION, CREAM CHEESE, CHEDDAR ON ENGLISH MUFFIN TOAST & YOUR CHOICE OF POTATOES.



POTATOES.

MENUS **FARMHOUSE CHICKEN & BISCUIT** ORDER ONLINE ▼ CAREERS

HEARTY BREAKFAST SANDWICH PILED HIGH WITH A SAVORY HAND-BATTERED
FRICKLES BREA**STEELED EGGS & AMERICAN CHEESE** STACKED ON A BUTTERY BISCUIT
& SMOTHERED IN SAUSAGE GRAVY.

NEWSLETTER CONTACT

HOUSE BOWLS

SERVED WITH TWO EGGS AND YOUR OF CHOICE TOAST

SWEET POTATO & BRUSSELS SPROUTS HASH GFO V

ROASTED BRUSSELS SPROUTS, SWEET POTATOES & RED ONION WITH DRIED CHERRIES.
TOPPED WITH BALSAMIC REDUCTION. SERVED WITH YOUR CHOICE OF TOAST. ADD
AVOCADO.

CORNED BEEF HASH SKILLET GFO

SLOW-ROASTED, HAND-PULLED CORNED BEEF, RED SKIN POTATOES, GREEN PEPPER,
ONION & MUSHROOM.

ANNA'S SKILLET GFO

HAM, ONION, GREEN PEPPER, MUSHROOM, RED SKIN POTATOES, TOMATO,
CHEDDAR & TOPPED WITH GREEN ONION.

HIPPIE HASH GFO V

SLOW-ROASTED CAULIFLOWER, BROCCOLI, CARROTS, CABBAGE, RADISH & BEETS
SEASONED WITH GARLIC & GINGER. SERVED OVER BROWN RICE & RED SKIN
POTATOES. TOPPED WITH MONTEREY JACK CHEESE & A DOLLOP OF SOUR CREAM.
SERVED WITH YOUR CHOICE OF TOAST. ADD AVOCADO.

CHIPOTLE SOUTHWEST BOWL GFO

BREAKFAST SAUSAGE, GREEN PEPPER, TOMATO, ONION, JALAPEÑO, RED SKIN
POTATOES, MONTEREY JACK CHEESE & DRIZZLED WITH CHIPOTLE AIOLI. ADD
AVOCADO.

OMELETS & SCRAMBLES



BACON, AVOCADO, TOMATO & CREAM CHEESE.

MENUS **DUBLIN** **GFO** **JOIN THE WAITLIST** **ORDER ONLINE** **▼** **CAREERS**
SLOW-ROASTED, HAND-PULLED CORNED BEEF HASH, BACON, SAUSAGE & CHEDDAR.

FRANCHISE **SELECT LOCATION** **▼** **CATERING** **OUR STORY**
HANGOVER **GFO**

BACON, SAUSAGE, HAM & CHEDDAR.

NEWSLETTER **CONTACT**

MEAT & CHEESE **GFO**

YOUR CHOICE OF MEAT & CHEESE.

ULTIMATE **GFO**

HAM, MUSHROOMS, ONION, GREEN PEPPER & CHEDDAR.

VEGGIE **GFO** **V**

MUSHROOM, ONION, TOMATO, GREEN PEPPER & CHEDDAR.

WESTERN

HAM, SAUSAGE, ONION, GREEN PEPPER, SWISS & CHEDDAR TOPPED WITH SAUSAGE GRAVY.

VEGAN FAVORITES

FOR OUR PLANT-BASED AND DAIRY-FREE FRIENDS!

CHIPOTLE SOUTHWEST BOWL **VG** **GFO**

GREEN PEPPER, TOMATO, ONION, JALAPEÑO, RED SKIN POTATOES, VEGAN CHEESE, VEGAN SAUSAGE, VEGAN EGGS & DRIZZLED WITH CHIPOTLE AIOLI. SERVED WITH YOUR CHOICE OF TOAST. ADD AVOCADO.

BIG BREAKFAST **VG** **GFO**

VEGAN EGGS, VEGAN SAUSAGE & VEGAN PANCAKES. SERVED WITH YOUR CHOICE OF POTATOES & TOAST.

BREAKFAST BURRITO **VG**

SCRAMBLED VEGAN EGGS, VEGAN CHEESE, VEGAN SAUSAGE, ONION, GREEN PEPPER WRAPPED IN A FLOUR TORTILLA. SERVED WITH HOUSE-MADE GUACAMOLE & RANCHERO SAUCE. SERVED WITH YOUR CHOICE OF POTATOES.

PANCAKE COMBO **VG** **GF**



ONE HOUSE-MADE VEGAN BELGIAN WAFFLE. MAKE IT A COMBO SERVED WITH VEGAN EGGS & YOUR CHOICE OF VEGAN MEAT.

[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▾

[CAREERS](#)

HEALTHY BAKED OATMEAL VG GF

OATS, DRIED CHERRIES & RAISINS BAKED WITH OAT MILK & A DASH OF CINNAMON. SERVED WITH YOUR CHOICE OF STEAMED OAT, ALMOND OR COCONUT MILK.

AVAILABLE IN HALF OR FULL-SIZED PORTION

BREAKFAST SANDWICH VG GFO

VEGAN EGGS, VEGAN SAUSAGE & VEGAN CHEESE TOPPED WITH TOMATO, AVOCADO & SERVED ON ENGLISH MUFFIN TOAST. SERVED WITH YOUR CHOICE OF POTATOES.

CHOCOLATE QUINOA BREAKFAST BOWL VG GF

WARM CHOCOLATEY QUINOA TOPPED WITH FRESH BLUEBERRIES, STRAWBERRIES, BANANAS, TOASTED COCONUT, WALNUTS, PECANS & DRIZZLED WITH DARK CHOCOLATE SAUCE. SERVED WITH A SIDE OF STEAMED OAT, ALMOND OR COCONUT MILK.

HIPPIE HASH VG GF

SLOW ROASTED CAULIFLOWER, BROCCOLI, CARROTS, CABBAGE, RADISH & BEETS SEASONED WITH GARLIC & GINGER. SERVED OVER BROWN RICE & RED SKIN POTATOES. TOPPED WITH VEGAN EGGS & VEGAN CHEESE. ADD AVOCADO.

VEGAN QUESADILLA VG

LARGE GRILLED FLOUR TORTILLA, STUFFED WITH FRESH SPINACH, MUSHROOMS, TOMATO, ONION, JALAPEÑOS, CHIPOTLE AIOLI & VEGAN CHEESE. SERVED WITH HOUSE-MADE GUACAMOLE & RANCHERO SAUCE.

SWEET POTATO & BRUSSELS SPROUT HASH VG GF

ROASTED BRUSSELS SPROUTS, SWEET POTATOES & RED ONION WITH DRIED CHERRIES. TOPPED WITH VEGAN EGGS & BALSAMIC REDUCTION. ADD AVOCADO.

VEGAN SCRAMBLE VG GF

VEGAN EGGS, VEGAN SAUSAGE, GREEN PEPPER, TOMATO, VEGAN CHEESE, ONION & MUSHROOM. SERVED WITH YOUR CHOICE OF TOAST.



- MENUS
- JOIN THE WAITLIST
- ORDER ONLINE ▾
- CAREERS
- FRANCHISE
- SELECT LOCATION
- CATERING
- OUR STORY
- MAIN MENU
- CATERING MENU
- KIDS MENU
- NEWSLETTER
- CONTACT
- FEATURES MENU
- FRESH JUICE MENU

Anna's House is saving the world from an ordinary breakfast.
 We celebrate dietary lifestyles and preferences so everyone
 feels welcome.

[LOCATIONS](#) [OUR STORY](#) [GALLERY](#) [NEWSLETTER](#) [CAREERS](#) [PRIVACY POLICY](#)

Copyright ©2026 Anna's House. All Rights Reserved.
[HTML Sitemap](#) | [XML Sitemap](#) | [Privacy Policy](#)
 Marketing, Video, & Website Design by WTP Media





[JOIN WAITLIST](#)

[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▼

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ▼

[CATERING](#)

[OUR STORY](#)

[NEWSLETTER](#)

[CONTACT](#)

MENUS

Eat at some of the **best breakfast restaurants in Michigan!** Did we mention that we also serve brunch and lunch? Best of all, Anna's House is inclusive of dietary needs and preferences, so everyone feels welcome. [Click here to print our current menus.](#)

MENU KEY

V VEGETARIAN **VG** VEGAN **GF** GLUTEN-FREE

GFO GLUTEN-FREE OPTION

*To enhance your dining experience and ensure your safety, kindly inform your server of any allergens you may have.


[MENUS](#)
[JOIN THE WAITLIST](#)
[ORDER ONLINE](#)
[CAREERS](#)
[FRANCHISE](#)
[SELECT LOCATION](#)
[CATERING](#)
[OUR STORY](#)
[NEWSLETTER](#)
[CONTACT](#)
[BREAKFAST](#)
[LUNCH](#)
[SHAREABLES & SIDES](#)
[BEVERAGES](#)

SALADS & WRAPS

ENJOY AS A SALAD OR WRAP! WRAPS ARE SERVED WITH SEASONED KETTLE CHIPS, FRIES OR SWEET POTATO FRIES.

CHICKEN CAESAR

YOUR CHOICE OF CRISPY OR GRILLED CHICKEN BREAST WITH CHOPPED ROMAINE, SHAVED BRUSSELS SPROUTS, SHAVED PARMESAN & GLUTEN-FREE PANKO BREAD CRUMBS. TOSSED IN A CAESAR DRESSING.

SOUTHWEST **GFO**

YOUR CHOICE OF CRISPY OR GRILLED CHICKEN BREAST WITH CORN SALSA, DICED TOMATOES, ROMAINE LETTUCE, SPRING MIX, COTIJA CHEESE & SEASONED TORTILLA STRIPS. TOSSED IN A HOUSE-MADE AVOCADO RANCH DRESSING. ***GF ONLY AVAILABLE AS SALAD**

ASIAN CHICKEN ZING

YOUR CHOICE OF CRISPY OR GRILLED CHICKEN BREAST TOSSED IN A SWEET CHILI SAUCE ATOP A MIX OF CHOPPED ROMAINE, SPRING MIX, SHAVED PURPLE CABBAGE, CARROTS & ALMONDS. TOSSED IN A SESAME DRESSING.

NUT & BERRY **GFO**

GRILLED CHICKEN BREAST, HAM, BACON, ROMAINE LETTUCE, DICED TOMATO, PEPPER JACK & HOUSE-MADE JALAPEÑO CUMIN MAYO WRAPPED IN A FLOUR TORTILLA. ***GF**



SANDWICHES

[MENUS](#)
[JOIN THE WAITLIST](#)
[ORDER ONLINE](#)
[CAREERS](#)
[FRANCHISE](#)
[SELECT LOCATION](#)
[CATERING](#)
[OUR STORY](#)

SERVED WITH SEASONED KETTLE CHIPS, FRIES OR SWEET POTATO FRIES

[NEWSLETTER](#)
[CONTACT](#)

BISTRO BREAKFAST BURGER GFO

TWO ALL-NATURAL BEEF PATTIES PERFECTLY SEASONED, TOPPED WITH MELTY AMERICAN CHEESE, SAUTÉED ONIONS, BACON CHEDDAR HASHBROWNS, THICK-CUT CANDIED BACON, OVER-MEDIUM EGG & SMOTHERED IN HOUSE-MADE BURGER SAUCE. SERVED ON A LOCALLY MADE BRIOCHE BUN.

ANNA'S BURGER GFO

TWO ALL-NATURAL BEEF PATTIES, TOPPED WITH AMERICAN & SWISS CHEESE & DOUSED IN HOUSE-MADE BURGER SAUCE. SERVED WITH LETTUCE, TOMATO, ONION & PICKLE ON A BRIOCHE BUN.

BIG BLT SANDWICH GFO

TEXAS TOAST LOADED WITH BACON, LETTUCE, TOMATO & MAYO. ADD AVOCADO.

TRADITIONAL REUBEN SANDWICH GFO

SLOW-ROASTED, HAND-PULLED CORNED BEEF, SWISS CHEESE, LOCALLY-MADE SAUERKRAUT & THOUSAND ISLAND DRESSING ON GRILLED PUMPERNICKEL.

PLATTERS

MORE LUNCH FAVORITES!

CHICKEN QUESADILLA

LARGE GRILLED FLOUR TORTILLA, STUFFED WITH GRILLED CHICKEN, ONIONS, JALAPEÑOS, CHIPOTLE AIOLI & MONTEREY JACK. SERVED WITH SOUR CREAM, HOUSE-MADE GUACAMOLE & RANCHERO SAUCE.

VEGGIE QUESADILLA V



CHICKEN TENDERS

LIGHTLY BREADED CHICKEN TENDERS SERVED WITH SEASONED KETTLE CHIPS, FRIES, SWEET POTATO FRIES OR LATER TOTS & YOUR CHOICE OF DIPPING SAUCE: BBQ, RANCH, OR HONEY MUSTARD.

[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#)

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ▾

[CATERING](#)

[OUR STORY](#)

[NEWSLETTER](#)

[CONTACT](#)

[MAIN MENU](#)

[CATERING MENU](#)

[KIDS' MENU](#)

[FEATURES MENU](#)

[FRESH JUICE MENU](#)

Anna's House is saving the world from an ordinary breakfast.
We celebrate dietary lifestyles and preferences so everyone
feels welcome.

[LOCATIONS](#) [OUR STORY](#) [GALLERY](#) [NEWSLETTER](#) [CAREERS](#) [PRIVACY POLICY](#)



marketing, video, & website design by [VH Media](#)

[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▼

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ▼

[CATERING](#)

[OUR STORY](#)

[NEWSLETTER](#)

[CONTACT](#)



[JOIN WAITLIST](#)

[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▾

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ▾

[CATERING](#)

[OUR STORY](#)

[NEWSLETTER](#)

[CONTACT](#)

MENUS

Eat at some of the **best breakfast restaurants in Michigan!** Did we mention that we also serve brunch and lunch? Best of all, Anna's House is inclusive of dietary needs and preferences, so everyone feels welcome. [Click here to print our current menus.](#)

MENU KEY

V VEGETARIAN VG VEGAN GF GLUTEN-FREE

GFO GLUTEN-FREE OPTION

*To enhance your dining experience and ensure your safety, kindly inform your server of any allergens you may have.



MENUS

JOIN THE WAITLIST

ORDER ONLINE ▾

CAREERS

FRANCHISE

SELECT LOCATION ▾

CATERING

OUR STORY

NEWSLETTER

CONTACT

BREAKFAST

LUNCH

SHAREABLES & SIDES

BEVERAG

SIGNATURE LATTES

HOUSE-MADE CHAI TEA

BLACK TEA INFUSED WITH CINNAMON, CLOVE, GINGER & WARMING SPICES.

TWILIGHT

FLAVORS OF VANILLA, CRÈME BRÛLÉE, TOPPED WITH WHIPPED CREAM & SPRINKLED WITH RAW SUGAR.

CON MIEL

A SPANISH INSPIRED LATTE WITH HONEY, VANILLA & CINNAMON.

LAVENDER MAPLE

FLAVORS OF SWEET LAVENDER & REAL MAPLE SYRUP.

FRENCH TOAST

SWEET COMBINATION OF BROWN BUTTER TOFFEE, MAPLE SYRUP & CINNAMON. TOPPED WITH WHIPPED CREAM & A DASH OF CINNAMON.

HAND CRAFTED ESPRESSO



ESPRESSO
SINGLE OR DOUBLE

[MENUS](#) [JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▾

[CAREERS](#)

[FRANCHISE](#) [SELECT LOCATION](#) ▾ [CATERING](#) [OUR STORY](#)
ADDITIONAL MILK OPTIONS WITH SOY, OAT, ALMOND, OR COCONUT MILK

[NEWSLETTER](#) [CONTACT](#)

ADD FLAVOR

HAZELNUT, DARK CHOCOLATE, BUTTERSCOTCH, LAVENDER, VANILLA, CARAMEL, MAPLE, SUGAR FREE VANILLA & SUGAR FREE CARAMEL.

SPECIALITY BEVERAGES

FRESH SQUEEZED ORANGE JUICE

TABLE SIDE FRENCH PRESS COFFEE

SERVES TWO

LOOSE LEAF TEA POT

GOURMET HOT CHOCOLATE

CLASSIC BEVERAGES

COFFEE

SPECIAL ANNA'S HOUSE BLEND ROASTED LOCALLY

JUICE

ORANGE, APPLE, CRANBERRY, TOMATO

MILK

2%, ALMOND, OAT, SOY, CHOCOLATE, COCONUT



MENUS

JOIN THE WAITLIST

ORDER ONLINE ▾

CAREERS

FRANCHISE

SELECT LOCATION ▾

CATERING

OUR STORY

FRESH-PRESSED JUICE

NEWSLETTER

CONTACT

CARROT SUNRISE

BRIGHTEN YOUR DAY WITH A REFRESHING BLEND OF GINGER, CARROT & APPLE.

GREEN GETAWAY

AN ENERGETIC COMBINATION OF SPINACH, CUCUMBER, APPLE & CELERY.

HEALTHY HARVEST

A VIBRANT FUSION OF GINGER, LEMON, RADISH, CELERY, APPLE, TOMATO & CARROT.

TROPICAL OASIS

TRANSPORT TO PARADISE WITH A TROPICAL MIX OF ORANGE, PINEAPPLE & GINGER.

ROOT 66

A BOLD BLEND OF BEETS, CARROTS, LEMON, CELERY & APPLE.

SWEET & SASSY

A SWEET CONCOCTION OF SPINACH, LEMON, GINGER & APPLE.



MAIN MENU

CATERING MENU

KIDS MENU

MENUS

JOIN THE WAITLIST

ORDER ONLINE ▾

CAREERS

FRANCHISE

FEATURES MENU
SELECT LOCATION ▾

FRESH JUICE MENU
CATERING OUR STORY

NEWSLETTER

CONTACT



Anna's House is saving the world from an ordinary breakfast.
We celebrate dietary lifestyles and preferences so everyone
feels welcome.

LOCATIONS OUR STORY GALLERY NEWSLETTER CAREERS PRIVACY POLICY

Copyright ©2026 Anna's House. All Rights Reserved.
HTML Sitemap | XML Sitemap | Privacy Policy
Marketing, Video, & Website Design by WTP Media





[JOIN WAITLIST](#)

[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▾

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ▾

[CATERING](#)

[OUR STORY](#)

[NEWSLETTER](#)

[CONTACT](#)

MENUS

Eat at some of the **best breakfast restaurants in Michigan!** Did we mention that we also serve brunch and lunch? Best of all, Anna's House is inclusive of dietary needs and preferences, so everyone feels welcome. [Click here to print our current menus.](#)

MENU KEY

V VEGETARIAN VG VEGAN GF GLUTEN-FREE

GFO GLUTEN-FREE OPTION

*To enhance your dining experience and ensure your safety, kindly inform your server of any allergens you may have.



MENUS

JOIN THE WAITLIST

ORDER ONLINE ▾

CAREERS

FRANCHISE

SELECT LOCATION ▾

CATERING

OUR STORY

NEWSLETTER

CONTACT

BREAKFAST

LUNCH

SHAREABLES & SIDES

BEVERAG

SHAREABLES

BILLION DOLLAR BACON GF

FOUR THICK-CUT BACON STRIPS CANDIED WITH A SWEET HEAT ESPRESSO RUB.

LOADED BREAKFAST TOTS

BACON, CHEDDAR & CHIVE STUFFED HASHBROWN BITS, SERVED WITH A WARM POBLANO HOLLANDAISE.

ANNA'S CINNAMON ROLL ▽

MASSIVE CINNAMON ROLL, TOPPED WITH A CINNAMON CREAM CHEESE FROSTING.

GF CINNAMON ROLL VG GF

AN ALLERGY FRIENDLY CINNAMON ROLL THAT IS FREE FROM GLUTEN, DAIRY, NUTS & SOY.

CINNAMON MONKEY BREAD ▽

A DELICIOUS CINNAMON SUGAR GLAZED PULL-APART BREAD, TOPPED WITH A CINNAMON CREAM CHEESE FROSTING.

ON THE SIDE



TATER TOTS

MENUS **CHEESY TATER TOT CASSEROLE** **ORDER ONLINE** **CAREERS**

AVOCADO

FRANCHISE **FRUIT BOWL** **SELECT LOCATION** **CATERING** **OUR STORY**

GUACAMOLE

NEW! **HOLE IN DAISE** **CONTACT**

SAUSAGE GRAVY

RANCHERO

BROWN SUGAR BUTTER

TOAST

WHITE

WHEAT

SOURDOUGH

ENGLISH MUFFIN

ENGLISH MUFFIN TOAST

GF WHITE

GF WHOLE GRAIN

PUMPERNICKEL

TEXAS

CINNAMON

BISCUIT

MULTI SEED KETO

MEAT

BACON

BILLION DOLLAR BACON

TURKEY BACON

SAUSAGE LINKS OR PATTIES

HAM



EGG

VEGAN EGG [JOIN THE WAITLIST](#) [ORDER ONLINE](#) ▾ [CAREERS](#)

[FRANCHISE](#) [SELECT LOCATION](#) ▾ [CATERING](#) [OUR STORY](#)

EXTRAS

[NEWSLETTER](#) [CONTACT](#)

- SINGLE PANCAKE**
- SINGLE GF/VEGAN PANCAKE**
- SLICE OF FRENCH TOAST**

TOPPINGS

- STRAWBERRIES**
- BLUEBERRIES**
- BANANAS**
- PEANUT BUTTER**
- NUTELLA®**
- CANDIED PECANS**
- CHOCOLATE CHIPS**
- M&M'S**
- SPRINKLES**

[MAIN MENU](#)

[CATERING MENU](#)

[KIDS' MENU](#)



[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▼

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ▼

[CATERING](#)

[OUR STORY](#)

[NEWSLETTER](#)

[CONTACT](#)

Anna's House is saving the world from an ordinary breakfast.
We celebrate dietary lifestyles and preferences so everyone
feels welcome.

[LOCATIONS](#) [OUR STORY](#) [GALLERY](#) [NEWSLETTER](#) [CAREERS](#) [PRIVACY POLICY](#)

Copyright ©2026 Anna's House. All Rights Reserved.
[HTML Sitemap](#) | [XML Sitemap](#) | [Privacy Policy](#)
Marketing, Video, & Website Design by WTP Media





MIMOSAS

Ann Arbor, MI

CLASSIC MIMOSA
BUBBLY PROSECCO WITH YOUR CHOICE OF ORANGE, PINEAPPLE OR GRAPEFRUIT JUICE. 10.50

BLUEBERRY LEMON LAVENDER MIMOSA
HOUSE-MADE BLUEBERRY LEMON LAVENDER SYRUP WITH LEMONADE & TOPPED WITH PROSECCO. 12.50

CHERRY BOMB MIMOSA
BUBBLY LA LUCA PROSECCO WITH MARASCHINO CHERRY JUICE AND A SPLASH OF PINEAPPLE JUICE. 12.50

MIMOSA WITH FRIENDS!
ENJOY A CHILLED BOTTLE OF PROSECCO WITH YOUR CHOICE OF ORANGE, PINEAPPLE OR GRAPEFRUIT JUICE. 50

PROSECCO 12.50
5 OZ GLASS

BEER



FOUNDERS BREAKFAST STOUT 9
IMPERIAL STOUT • 8.3% • GRAND RAPIDS, MI 

TWO HEARTED
IPA • 7.0% • COMSTOCK, MI 

ARBOR BREWING EUCHRE 7
BLONDE ALE • 5.5% • ANN ARBOR, MI 

OBERON 6.50
WHEAT ALE • 5.8% • COMSTOCK, MI 

SUMMER SHANDY 6.25
SHANDY • 4.2% • CHIPPEWA FALLS, WI 

HEINEKEN 5.75
LAGER • 5.0% • ZOETERWOUDE, NETHERLANDS 

CORONA EXTRA 6.50
LAGER • 4.6% • MEXICO CITY, MEXICO 

GARAGE BEER 5.25
LIGHT LAGER • 4.0% • COLUMBUS, OH 

NON-ALCOHOLIC

ATHLETIC UPSIDE DAWN GOLDEN 5.25

RECESS STRAWBERRY ROSE 7

RECESS MOOD ORANGE VANILLA 7



*ANNA'S HOUSE DOES NOT SELL OR SERVE ALCOHOL TO PERSONS UNDER THE AGE OF 21.



[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▾

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ▾

[CATERING](#)

[OUR STORY](#)

[NEWSLETTER](#)

[CONTACT](#)

anna's house ann arbor now serving alcohol

Our Ann Arbor location is ideal for:

- Weekend brunch with **mimosas**
- Birthday and special occasion **gatherings**
- Post-**Michigan football** game craft beer
- Out-of-town guests looking for the **best brunch in Ann Arbor**
- Comfortable, **vibrant atmosphere** that brings people together

No matter the reason, Anna's House offers a comfortable, vibrant atmosphere that brings people together.

[VIEW ALCOHOL MENU](#)





MENUS

JOIN THE WAITLIST

ORDER ONLINE

CAREERS

FRANCHISE

SELECT LOCATION

CATERING

OUR STORY

NEWSLETTER CONTACT

best breakfast in ann arbor, mi

Anna's House is one of the top places to eat breakfast in Ann Arbor, MI. But don't just take our word for it! Indulge in mouthwatering dishes that include fluffy pancakes, delectable omelets, and crispy bacon at our local gem. We offer the **best breakfast near you** to make your next morning unforgettable. Check out our menu to get started!

VIEW MENU





[MENUS](#) [JOIN THE WAITLIST](#) [ORDER ONLINE](#) ▾ [CAREERS](#) [FRANCHISE](#) [SELECT A LOCATION](#) [CATERING](#) [OUR STORY](#)

[NEWSLETTER](#) [CONTACT](#)

join the ann arbor waitlist

In a hurry? Save time by joining our waitlist. Anna's House is proud to be one of the most popular breakfast spots in Ann Arbor, MI. That being said, we recommend that you grab your place in line fast before you miss the opportunity to eat at one of the top breakfast restaurants near you. We hope to see you soon!

[JOIN THE WAITLIST](#)





MENUS

JOIN THE WAITLIST

ORDER ONLINE

CAREERS

NEWSLETTER

CONTACT

FRANCHISE

SELECT LOCATION

CATERING

OUR STORY

food pickup at Anna's House

We make it easy to order **breakfast pickup in Ann Arbor, MI**. Whether you're getting food for the office or your family, you can trust Anna's House to provide all of your favorite lunch and breakfast food near you. Can you think of a better way to start your day? We offer food pickup for brunch and lunch too!

ORDER FOOD PICKUP





MENUS JOIN THE WAITLIST ORDER ONLINE ▾ CAREERS FRANCHISE SELECT LOCATION ▾ CATERING OUR STORY

NEWSLETTER CONTACT

breakfast catering in ann arbor, mi

Hire Anna's House to cater your next event! Our menus accommodate all dietary needs and preferences, which is perfect for groups. Whether you need to impress a client or throw a baby shower for a friend, you can count on Anna's House to deliver the best breakfast and brunch catering in Ann Arbor, MI.

ANNA'S HOUSE CATERING



Anna's House is saving the world from an ordinary breakfast. We celebrate dietary lifestyles and preferences so everyone feels welcome.



Copyright ©2026 Anna's House. All Rights Reserved.
HTML Sitemap | XML Sitemap | Privacy Policy
Marketing, Video, & Website Design by WTP Media

NEWS ON THE WAIVER ORDER ONLINE CAREERS FRANCHISE SELECT LOCATION CATERING OUR STORY





[JOIN WAITLIST](#)

[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▾

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ▾

[CATERING](#)

[OUR STORY](#)

[NEWSLETTER](#)

[CONTACT](#)

saving the world from an ordinary breakfast

Treat your taste buds to the best breakfast in Ann Arbor, MI. Anna's House is the perfect destination for your next family outing or get-together with friends. We accommodate all dietary needs and preferences.

[WATCH OUR VIDE](#)

[VIEW MENUS](#) →

[OUR MENUS](#)

[JOIN WAITLIST](#)

[ORDER ONLINE](#)





Ann Arbor Location

Monday–Sunday: 7am–3pm

[MENUS](#)

[JOIN THE WAITLIST](#)

[ORDER ONLINE](#) ▾

[CAREERS](#)

[FRANCHISE](#)

[SELECT LOCATION](#) ×

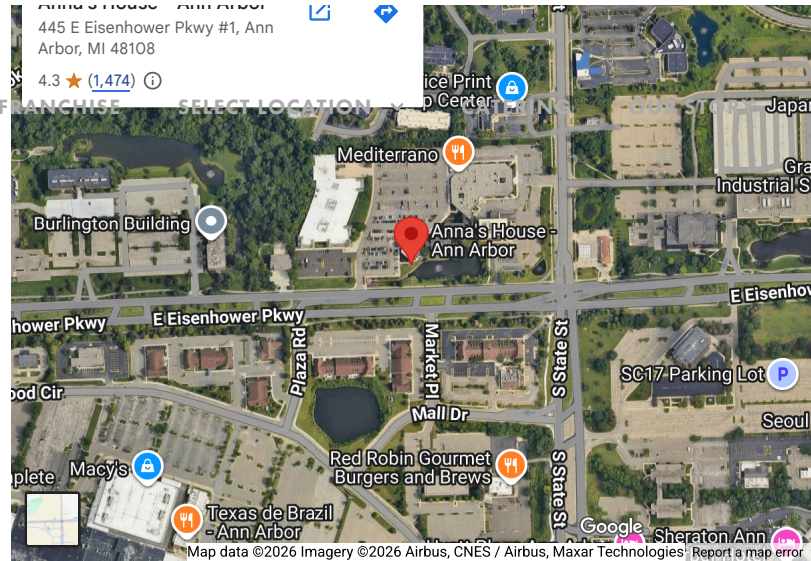
(734) 726-9490

[NEWSLETTER](#)

[CONTACT](#)

445 E Eisenhower Pkwy #1

Ann Arbor, MI 48108





July 11, 2018

VIA FEDEX

Anna's House
2812 East Beltline NE
Grand Rapids, MI 49525
Attn: Josh Beckett

Re: Executed Lease by and between Anna's House and Concord Center Associates, LLC for the Premises located at 445 East Eisenhower Parkway, Ann Arbor, MI

Please find enclosed a fully executed original Lease by and between Anna's House and Concord Center Associates, LLC for the Premises located at 445 East Eisenhower Parkway, Ann Arbor, MI.

Feel free to contact us if you have any questions. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Beth Laird".

Beth Laird
Legal Assistant
734-548-6947
Office of General Counsel

Cc: Clark Doughty, Esq.
Steven J. Morren, Esq.

Attachment

RESTAURANT LEASE

FACT PAGE

This Lease is between **CONCORD CENTER ASSOCIATES, LLC ("Landlord")** and **ANNA'S HOUSE ANN ARBOR LLC**, a Michigan limited liability company ("Tenant").

A. The Building (See Exhibit A):
445 E. Eisenhower Parkway
Ann Arbor, MI 48104

D. Initial Rental Payment Amount: \$22,000.00
This payment shall be applied as follows:
Toward 1st month rent plus security deposit

The Premises (See Exhibit B): Suite #1
Approximate square feet = 6,500

E. Expenses:	<u>Proportionate Share:</u>	<u>Base Year</u>
Taxes:	43.18%	N/A
Landlord's Insurance:	43.18%	N/A
Common Area:	43.18%	N/A
Utilities: <u>Electric</u>	43.18%	N/A
Utilities: <u>Gas</u>	43.18%	N/A
Utilities: <u>Water</u>	43.18%	N/A

B. Term:
Commencement Date: 10/1/2018
Rental Commencement Date: 7/1/2019
Lease Expiration Date: 6/30/2029
Option Length: Two (2) successive options of ten (10) years each

C. Base Rent:

From	To	Monthly	Annually
10/1/2018	6/30/2019	\$ 0.00	\$ 0.00
7/1/2019	6/30/2020	\$ 11,000.00	\$ 132,000.00
7/1/2020	6/30/2021	\$ 11,220.00	\$ 136,640.00
7/1/2021	6/30/2022	\$ 11,444.40	\$ 137,332.80
7/1/2022	6/30/2023	\$ 11,673.28	\$ 140,079.36
7/1/2023	6/30/2024	\$ 11,906.75	\$ 142,881.00
7/1/2024	6/30/2029	See Table at L1, below.	

F. Storage: N/A

G. Security Deposit: \$11,000.00

H. Use: High End Breakfast Restaurant Use –
See Section L3, below.

I. Work To Be Performed Prior to Occupancy

OPTION PERIOD (if available and properly exercised):
See Section 16.02 and Section L(2) – L(3) below.

J. BROKERS OF RECORD

	Landmark
Listing Agent:	Commercial
Tenant Agent:	Keller Williams

K. Address for Notice:

LANDLORD:

c/o Oxford Property Management
Attention: Property Manager
210 South Fifth Avenue
PO Box 8200
Ann Arbor, MI 48107
EFax: 734-929-0092

AND TO:

Oxford Companies
Attention: Clark G. Doughty, Esq.
210 South Fifth Avenue
Ann Arbor, MI 48104
EFax: 734-929-0093

TENANT:

Anna's House
2812 East Beltline NE
Grand Rapids, MI 49525
Attn: Josh Beckett
Phone: [REDACTED]
Email address: josh@annashouseus.com

AND TO:

Varnum, LLP
Attention: Steven J. Morren, Esq.
333 Bridge St. N.W.
Grand Rapids, MI 49504
Phone: 616-336-6825
Facsimile number: 616-336-7000
Email address: sjmorren@varnumlaw.com

L. Specific Additional Terms and Conditions. Notwithstanding anything to the contrary contained in this Retail Lease Fact Page, or in the attached Covenants, Terms and Conditions referenced below, the following Specific Additional Terms and Conditions ("Additional Terms") shall govern:

1. **Base Rent Initial Term.** The following shall be the continuation of Section C, above, setting forth the Base Rent for the balance of the Initial Term of the Lease:

Base Rent:

From	To	Monthly	Annually
7/1/2024	6/30/2025	\$12,144.89	\$ 145,738.68
7/1/2025	6/30/2026	\$12,387.79	\$ 148,653.48
7/1/2026	6/30/2027	\$12,635.55	\$ 151,626.60
7/1/2027	6/30/2028	\$12,888.26	\$ 154,659.12
7/1/2028	6/30/2029	\$13,146.02	\$ 157,752.24

2. **Option 1 Period Base Rent (if available and properly exercised):**

Option 1 Base Rent:

From	To	Monthly	Annually
7/1/2029	6/30/2030	\$13,408.94	\$160,907.28
7/1/2030	6/30/2031	\$13,677.12	\$164,125.44
7/1/2031	6/30/2032	\$13,950.66	\$167,407.92
7/1/2032	6/30/2033	\$14,229.67	\$170,756.04
7/1/2033	6/30/2034	\$14,514.26	\$174,171.12
7/1/2034	6/30/2035	\$14,804.55	\$177,654.60
7/1/2035	6/30/2036	\$15,100.64	\$181,207.68
7/1/2036	6/30/2037	\$15,402.65	\$184,831.68
7/1/2037	6/30/2038	\$15,710.70	\$188,528.40
7/1/2038	6/30/2039	\$16,024.91	\$192,298.92

3. **Option 2 Period Base Rent (if available and properly exercised): See Section 16.02**

4. **Delivery of the Premises "As Is".** Tenant acknowledges that the Premises shall be delivered in an "AS IS", "WHERE IS" condition and that Landlord shall have no obligation for the construction of any improvements to or within the Premises. For purposes of this Lease, Landlord shall deliver the Premises to Tenant on the Signature Date (the "Delivery"). Tenant shall be responsible for securing the Premises, and providing insurance for the Premises as required under this Lease effective as of the Signature Date. Notwithstanding the foregoing, Landlord agrees to perform updates and/or

improvements to the exterior façade of the portion of the Building in which the Premises are located in accordance with the specifications set forth on the attached Exhibit "C".

5. Construction by Tenant/Construction Period. Tenant shall have from the Signature Date through June 30, 2019 (the "Construction Period") within which Tenant shall be permitted to perform Tenant's Work within the Premises at Tenant's sole cost and expense, provided however that under no circumstances will the Construction Period extend longer than June 30, 2019. During the Construction Period, Tenant shall have a Base Rent of \$0.00 per month, and notwithstanding anything to the contrary contained in this Lease, Tenant shall be responsible for Tenant's pro-rata portion of all Utilities charges during the Construction Period. In the event Tenant opens for business prior to the end of the Construction Period, Tenant shall also be responsible for Tenant's pro-rata portion of all Real Estate Taxes, Landlord's Insurance, and Common Area Maintenance charges, commencing with the date Tenant opens for business. The Premises shall be reconditioned and refurbished by Tenant in accordance with the general criteria for plan preparation and construction as set forth on attached Exhibit "D" ("Tenant's Work"), which Tenant's Work shall be in an amount of not less than \$500,000 (exclusive of the Tenant's Allowance, as described below), which amount shall include Tenant's fixtures, furniture and equipment. Tenant's Work shall be at Tenant's sole cost and expense, except for Landlord's obligation to pay the Allowance (defined below). Prior to Tenant's occupancy of the Premises for the performance of Tenant's Work, Tenant shall: (i) submit to Landlord all architectural, mechanical, electrical and engineering plans, specifications and drawings (the "Plans") for the work to be performed in the Premises as prepared by a licensed architect, all of which must be approved by Landlord in writing; (ii) submit to Landlord, in writing, the name of Tenant's proposed contractor, which must be approved by Landlord in writing; (iii) obtain all necessary permits and licenses required for the performance of Tenant's Work, copies of which must be submitted to Landlord; (iv) obtain builder's risk, workers' compensation and any other customary insurance in such amounts and with such insurers as are reasonably acceptable to Landlord and provide certificates evidencing such insurance to Landlord; and (v) obtain general liability and property damage insurance as required under this Lease and provide Landlord with certificates evidencing such insurance and naming Landlord and its managing agent as additional insureds. Landlord's consent with respect to the foregoing items shall not be unreasonably withheld, conditioned or delayed.

a. No material deviation from the Plans, once approved by Landlord, shall be made without Landlord's written approval. Approval of the Plans by Landlord shall not constitute the assumption of any responsibility by Landlord, Landlord's managing agent or Landlord's architect for their accuracy, efficacy or sufficiency or for any errors, omissions or non-complying features, and Tenant shall be solely responsible for such items. For purposes of this section, "material deviation" shall mean any change to a structural element (including but not limited to load bearing walls, floor and roof) of the Premises, any change that affects the common areas or any other tenant's leased premises, or any change that results in an adjustment of greater than \$25,000 to the cost of Tenant's Work.

b. In connection with the performance of Tenant's Work, Tenant shall not allow any construction lien to be placed or remain upon the Demised Premises. Tenant shall record a notice of commencement which designates Tenant as the contracting party, and clearly states that the interest subject to the improvements is the Tenant's leasehold interest only, that improvements are permitted by Landlord, but not required, and that no interest of Landlord shall be subject to any lien. In the event that a construction lien is filed against the Premises as a result of work undertaken by Tenant, Tenant shall, within thirty (30) days after receiving notice of such lien, either: (i) discharge such lien of record by payment of the indebtedness due to the lien claimant; or (ii) file a bond (as provided by statute) as security therefor. All of Tenant's Work shall be performed: (i) in accordance with all applicable laws and regulations of the governmental authorities having jurisdiction over same; and (ii) in such a manner as will not interfere with, impede or delay any work by Landlord or its contractors or tenants or tenant's contractors. All contractors performing Tenant's Work shall be bondable, licensed contractors, capable of performing quality workmanship.

6. **Notice of Commencement.** Tenant shall record a notice of commencement which designates Tenant as the contracting party, and clearly states that the interest subject to the improvements is the Tenant's leasehold interest only, that improvements are permitted by Landlord, but not required, and that no interest of Landlord shall be subject to any lien.
7. **Permitted Use.** The Premises shall be used solely for the operation of an Anna's House style restaurant, which can be described as a high end "retro diner" style restaurant serving a menu consisting of all natural, fresh, local, quality ingredients.
8. **HVAC.** Tenant, at its sole cost and expense, shall take good care of the interior of the Premises, (including all building equipment exclusively serving the Premises and the HVAC and other systems located therein and exclusively serving the Leased Premises and plate glass, floors, windows and doors, and Tenant's property and fixtures). Landlord acknowledges and agrees that the elevator is part of the Common Areas and is not part of the Premises. Tenant shall have no obligation to maintain or repair the elevator. Tenant, at its sole cost and expense, shall maintain, repair and replace the boilers, chillers, makeup air systems, condensers and any other heating and cooling equipment exclusively serving the Premises (the "HVAC System"). Tenant, at its expense, shall obtain a preventative maintenance contract on the HVAC System, the form and contractor under which shall be subject to Landlord's reasonable approval. Tenant shall provide Landlord with an executed copy of the preventative maintenance contract no later than ninety (90) days after the Commencement Date. The preventative maintenance contract shall provide for the inspection and maintenance of the HVAC system on not less than a quarter-annual basis, and shall include but not be limited to regular seasonal maintenance, cleaning, changing filters and related service of the HVAC System. All repairs made by or on behalf of Tenant shall be made and performed in accordance with the provisions of this Section and shall be at least equal in quality and design to the original construction of the Premises and the Building. If Tenant fails to proceed with due diligence to make repairs required to be made by Tenant, and such failure shall continue for ten 10 days after notice from Landlord, the same may be made by Landlord at the expense of Tenant and the amount so incurred by Landlord shall be paid to Landlord by Tenant immediately upon submission of a bill or statement thereof by Landlord. Within the fifteen (15) day period prior to the expiration or termination of this Lease, Tenant shall deliver to Landlord a certificate from an engineer reasonably acceptable to Landlord certifying that the HVAC system is then in good repair and working order. If Tenant fails to perform any repair or replacement for which it is responsible, Landlord may perform such work and be reimbursed by Tenant within ten (10) days after demand therefor.
9. **Notice of Commencement.** Tenant shall record a notice of commencement which designates Tenant as the contracting party, and clearly states that the interest subject to the improvements is the Tenant's leasehold interest only, that improvements are permitted by Landlord, but not required, and that no interest of Landlord shall be subject to any lien.
10. **Prohibited Uses.** Tenant shall not use or permit the use of the Premises for any purpose which creates offensive odors, noises or vibrations, is dangerous to persons or property, unreasonably disturbs any other tenants in the Building or violates any other tenant's use clauses, as set forth on the attached Exhibit "K", or as may otherwise be entered into in the future, provided such use clauses do not conflict with Tenant's permitted uses, as described above. The prohibited uses as set forth on the attached Exhibit "K" are expressly prohibited ("Prohibited Use").
11. **Parking.** In addition to the otherwise available open parking areas, Landlord shall designate up to twenty (20) parking spaces located on the upper level of the parking as "Reserved Parking" as depicted in Exhibit "M", for the use of Tenant's customers daily between the hours of 6 AM and 3 PM, subject to the rights of existing tenants pursuant to written leases, Landlord agrees to mark and post the reserved Spaces for use by the clients of Tenant, however, Landlord shall have no obligation to police or enforce the posted limitations and rules regarding the use of such reserved Spaces.

- 12. Exclusive Use:** Landlord agrees Landlord shall not enter into any new leases with other new tenants in the Building or amend, modify, grant consent or otherwise permit the use of the Building, as a principal business (principal business being defined as deriving more than twenty percent (20%) of its gross sales from said principal use) the operation of a "high end breakfast restaurant" (i.e., a high quality, sit down restaurant offering primarily breakfast food). Should Landlord violate this covenant, Tenant shall have the right, at its option, to enjoin the violation. This exclusivity clause shall not apply to any existing tenant, nor their successors or assigns whose lease does not expressly provide for such exclusions. This Exclusive Use clause shall become null and void if: (a) Tenant defaults under this Lease beyond any applicable notice and cure period; (b) Tenant assigns its rights under this Lease in whole or in part or sublets any portion of the Premises in violation of this Lease; (c) the Premises are no longer being used primarily for the Permitted Use for which this Exclusive Use clause was granted for more than 180 days or such longer period of time relating to casualty, condemnation or remodeling. Landlord shall use its commercially reasonable efforts to resolve any conflicts arising from this Exclusive Use clause, but shall be held harmless for any damages whatsoever resulting from the granting of this Exclusive Use clause.
- 13. Existing Fixtures and Equipment.** Subject to and conditioned upon the provisions of this Section L13, Landlord hereby conveys all of the existing furniture, fixtures and equipment ("FF&E") located at the Premises as of the Signature Date of this Lease. The FF&E are all being provided to Tenant in "AS IS, WHERE IS" condition, without representation or warranty as to the condition thereof, and the FF&E is subject to any and all latent and patent defects and there is no warranty by Landlord that the FF&E is fit for a particular purpose or use. Tenant acknowledges that it is not relying upon any representation, statement or other assertion with respect to the FF&E, but is relying solely upon its own inspection and examination thereof. Tenant understands and agrees that with respect to the FF&E there are no express or implied warranties. Tenant may make use of the FF&E in connection with its operations at the Premises or Tenant may dispose of any of the FF&E in any manner that Tenant sees fit, and Tenant shall be entitled to retain any proceeds from any such sale, PROVIDED upon the termination and/or expiration of this Lease the FF&E shall be returned to Landlord, or replaced with reasonably similar furniture, fixtures and/or equipment of similar type and quality, and in similar condition as the FF&E, reasonable wear and tear excepted. The terms of this Section L13 shall survive the expiration and/or earlier termination of this Lease.
- 14. Landlord's Work.** Notwithstanding anything to the contrary contained in Section 4.02, below, Landlord's Work shall consist of the updates and/or improvements to the exterior façade of the portion of the Building in which the Premises are located, which are to be performed in accordance with the specifications set forth on the attached Exhibit "C", which has been approved in advance by Tenant.
- 15. Tenant Improvement Allowance.** Landlord will provide a Tenant Improvement Allowance of One Hundred Thousand 00/100ths Dollars (\$100,000.00), to be used toward HVAC repairs and replacements and/or tenant improvements in the Premises (the "Allowance"). The Allowance will be provided as a reimbursement of money actually expended by Tenant toward HVAC repairs and replacements and/or new Tenant Improvements up to \$100,000.00, (all of which must be approved by Landlord under the provisions of the Lease relating to construction). Subject to the provisions below, reimbursement by Landlord will be made within thirty (30) days of presentation of reasonably adequate documentation evidencing the expenses incurred and confirming that (1) all Tenant Improvements and/or HVAC repairs or replacements for which reimbursement is sought have been completed; (2) all contractors, materialmen, suppliers, and others entitled to a lien have provided evidence satisfactory to Landlord releasing or waiving any such liens (or a proper Notice of Completion has been filed and the statutory period for filing of liens following recordation of a Notice of Completion has expired in the reasonable opinion of counsel for Landlord); and (3) said funds have actually been expended for HVAC repairs and replacements and/or for the Tenant Improvements approved by Landlord. Upon application for funds in conformity with the above period, Landlord may audit Tenants records upon request made within thirty (30) days after the request is made in regard to each such request for reimbursement. The Allowance shall be made in one (1) disbursement, made after Tenant opens for business.

16. If Landlord fails to pay the Allowance when due, then such sum(s) shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum and, in addition to any other remedies available at law or in equity, Tenant may set off any payments due herein until the Allowance (and interest thereon) has been paid in full.

IN ADDITION TO THE FOREGOING, THE ATTACHED COVENANTS, TERMS AND CONDITIONS ARE INCORPORATED HEREIN AS PART OF THIS LEASE.

Landlord and Tenant have executed this Lease as of the 10th day of July, 2018 (the "Signature Date").

"Landlord"
Concord Center Associates, LLC

By: _____
Jeff Hauptman
Its: Manager

"Tenant"
Anna's House Ann Arbor LLC

By: _____
Its: MANAGING MEMBER

TABLE OF CONTENTS

ARTICLE 1. GRANT AND TERM.....	8
ARTICLE 2. RENT	8
ARTICLE 3. CONDUCT OF BUSINESS BY TENANT	8
ARTICLE 4. LANDLORD'S AND TENANT'S WORK	9
ARTICLE 5. MAINTENANCE	12
ARTICLE 6. TAXES.....	17
ARTICLE 7. INDEMNITY AND INSURANCE.....	18
ARTICLE 8. UTILITIES.....	20
ARTICLE 9. ASSIGNMENT OR SUBLETTING.....	20
ARTICLE 10. DESTRUCTION OF PREMISES	21
ARTICLE 11. EMINENT DOMAIN.....	21
ARTICLE 12. DEFAULT	22
ARTICLE 13. BANKRUPTCY OR INSOLVENCY	24
ARTICLE 14. WAIVER BY TENANT.....	24
ARTICLE 15. ACCESS BY LANDLORD.....	24
ARTICLE 16. RENEWAL OPTIONS AND HOLDING OVER	24
ARTICLE 17. QUIET ENJOYMENT	26
ARTICLE 18. SECURITY DEPOSIT.....	26
ARTICLE 19. MISCELLANEOUS.....	26

EXHIBITS

Exhibit A	Location of Premises
Exhibit B	Floor plan of Premises
Exhibit C	Landlord's Work (Description and Plans)
Exhibit C-1	Criteria for Landlord's Work
Exhibit D	Tenant's Work (Description and Plans)
Exhibit E	Commencement Date and Estoppel Letter
Exhibit F	Lease Guaranty - <i>Intentionally Deleted</i>
Exhibit G	Description of Janitorial Services
Exhibit H	Signage
Exhibit I	Acknowledgment of Possession
Exhibit J	Rules and Regulations
Exhibit K	Prohibited Uses
Exhibit L	SNDA and Estoppel Forms
Exhibit M	Reserved Parking

NOTE: In the event Tenant is to pay anything more than Base Rent on a monthly basis, Landlord is to provide Tenant a letter detailing the estimated Additional Rent prior to Rental Commencement.

ARTICLE 1. GRANT AND TERM

SECTION 1.01. PREMISES. Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, hereby leases to Tenant, and Tenant rents from Landlord, the Premises. Capitalized terms used in this Lease which are not otherwise defined shall have the meanings when used in this Lease as set forth on the Fact Page.

The other suites, Common Areas (if any), exterior walls, phone closets, mechanical rooms and roof of the Building in which the Premises are situated, are not leased to Tenant and Tenant shall have no access to same (except as provided in Section 5.01) without Landlord's consent, which consent may be granted or withheld in Landlord's sole discretion. Landlord reserves the right to use such other suites, Common Areas, walls, closets, rooms and roof or lease them to others, and the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Premises, in locations and times that will not materially interfere with Tenant's use of the Premises.

SECTION 1.02. TERM. The Lease term shall commence on the Commencement Date set forth in Section B of the Fact Page. The Initial Term of the Lease shall expire on the Lease Expiration Date. The period from the Commencement Date to the Lease Expiration Date shall be defined as the Initial Term.

SECTION 1.03. POSSESSION. Tenant may take possession of the Premises on the Signature Date, as stated in Section B of the Fact Page.

ARTICLE 2. RENT

SECTION 2.01. BASE RENT.

(a) Upon the Signature Date, Tenant shall pay Landlord the Initial Rental Payment shown in Section D of the Fact Page. The Initial Rental Payment will be credited to Tenant's Base Rent as described under Section D of the Fact Page. The Initial Rental Payment is completely separate and unrelated to the Security Deposit unless otherwise noted.

(b) Beginning on the Rental Commencement Date, and continuing on the first day of each calendar month thereafter throughout the Term, Tenant shall pay Base Rent to Landlord. If a calendar date is not provided under Section B of the Fact Page and the word "Possession" is listed, then the Rental Commencement Date shall be the day Landlord delivers possession of the Premises to Tenant, as provided above.

Base Rent shall be payable in equal monthly installments in advance, on the first day of each calendar month throughout the Term, to the Landlord, at the address set forth in Section K of the Fact Page, or such other place as Landlord designates, without any prior demand and without any deduction or setoff whatsoever, except as specifically set forth herein.

"Lease Year" means a period of twelve consecutive months commencing on the Commencement Date. If the Commencement Date is other than the first day of a calendar month, the first Lease Year shall be the period between the Commencement Date and the date one year from and after the first day of the calendar month following the Commencement Date.

SECTION 2.02. ADDITIONAL RENT. "Rent" means Base Rent and all other amounts payable pursuant to any other provision of this Lease, all of which other amounts shall be deemed "Additional Rent." Additional Rent shall be due and payable to Landlord on demand (unless a longer period is specified in this Lease), without any deductions or setoffs (except as specifically set forth herein), at the place where and in the manner in which Base Rent is payable. Tenant's failure to pay any such amount when due shall entitle Landlord to exercise any and all remedies provided for in this Lease in the event of non-payment of Rent. Furthermore, in the event Tenant or others have guaranteed payments under this Lease, a completed Exhibit F shall be attached and made a part of this Lease.

ARTICLE 3. CONDUCT OF BUSINESS BY TENANT

SECTION 3.01. USE OF PREMISES. Tenant shall use the Premises solely for the Use and for no other purpose without the prior written consent of Landlord.

SECTION 3.02. LAWFUL USE. Tenant shall, at its sole cost and expense, and at all times during the Term, comply with all statutes, ordinances, and governmental orders and regulations affecting Tenant's business and the use, occupancy, safety and cleanliness of the Premises, and Tenant shall indemnify Landlord and save it harmless from all costs, damages and losses of any kind resulting from any violation thereof. If any governmental license or permit is required at any time for the lawful conduct of Tenant's business, Tenant shall promptly procure and thereafter maintain such license or permit and comply at all times with the requirements thereof.

SECTION 3.03. CARE OF PREMISES. Tenant shall at all times keep the Premises, including store front, display windows, windows, signs, awnings and sidewalks (the section of sidewalk in front and behind the Premises required for access to the Premises) safe, clean and free from rubbish and dirt, and shall store all trash and garbage within the Premises, and shall arrange for the regular pickup of trash and garbage at Tenant's expense, unless provided for by Landlord. Landlord shall maintain and operate the Common Areas in good condition and repair and in a manner consistent with a first class office/retail center.

SECTION 3.04. WASTE OR NUISANCE. Tenant shall not commit or allow to be committed any waste in or on the Premises or any nuisance or other act or condition that disturbs the quiet enjoyment of any occupant of the Building in which the Premises are situated.

ARTICLE 4. LANDLORD'S AND TENANT'S WORK

SECTION 4.01. IMPROVEMENT FUNDING. Landlord shall pay all the construction costs for the Landlord's Work, as defined under Section 4.02, below.

SECTION 4.02. LANDLORD'S WORK. Landlord shall, at its sole cost and expense, construct the tenant improvements to the standards and using the materials and finishes set forth in the Tenant Improvement Plans and as more specifically identified on Exhibit C to this Lease (the "Tenant Improvements") and perform any work necessary to the Building to accommodate the Tenant Improvements as further described in this Section 4.02 (the same being referred to herein as "Landlord's Work"). Landlord's Work shall be performed in accordance with all applicable laws, ordinances and regulations, and Landlord shall procure, as part of Landlord's Work, and included in the Total Costs, all applicable permits necessary for Landlord's Work. Tenant shall be responsible for all permits or required inspections for any work to be performed by Tenant.

(a) Approval of Landlord's Plans. The parties shall approve Landlord's Plans pursuant to the procedure described in this Section 4.02(a). Contemporaneously with the execution of this Lease, Landlord and Tenant shall complete Exhibit C-1, Criteria for Landlord's Work, which shall be approved and initialed by Landlord and Tenant. Not later than ten (10) days following the Signature Date, Landlord shall submit to Tenant a copy of an exterior façade and signage renovation proposal based upon the criteria for Landlord's Work as suggested by Landlord's architect. Tenant shall have a period of ten (10) days following receipt of such proposal within which either to approve such plans or make comments or changes thereon. If Tenant does not respond to Landlord's submission of plans within such ten (10) day period, then Tenant shall be deemed to have approved the same. If Tenant responds by making comments to the proposed plans, then Landlord shall revise the same in accordance with Tenant's comments and resubmit them to Tenant for approval within five (5) days from the date of receipt of written comments from Tenant. Tenant shall have five (5) days to approve such revised plan. As necessary, Landlord shall prepare construction documents based on the criteria for Landlord's Work and the approved plan. The final construction documents for Landlord's Work shall be referred to as "Landlord's Plans."

(b) Construction.

(i) General. Upon final approval of Landlord's Plans, Landlord shall diligently prosecute Landlord's Work to completion without interruption or delay, subject to Force Majeure (as defined in Section 19.03) and Tenant Delay (as defined in Section 4.02(d)), in a first-class and good and workmanlike manner, in accordance with Landlord's Plans, using new materials (unless otherwise noted in the architectural drawings and agreed to), and in compliance with all applicable laws. Landlord, at Landlord's expense, and as part of Total Cost, shall procure all building and other permits and approvals necessary for performing Landlord's Work.

(ii) Construction Schedule. Landlord shall provide Tenant with an estimated Construction Schedule upon approval of Landlord's Plans which shall include, at a minimum, the following:

A. Estimated low voltage installation commencement and completion dates;

- B. Estimated systems furniture installation commencement and completion dates;
- C. Estimated date of Substantial Completion of Landlord's Work.

Landlord will pursue, with reasonable commercial diligence, completion of Landlord's Work according to the estimated Construction Schedule, subject to delays, including but not limited to, lack of available labor or materials, failure of municipal authorities to provide timely inspections, or unforeseen existing conditions in the Premises or the Building.

(iii) Tenant's Representative. Tenant will appoint a Tenant's representative who shall have the right to inspect, or designate an agent to inspect, the performance of Landlord's Work, and to give Landlord notice if Landlord's Work performance does not conform to Landlord's Plans. However, said representative may not enter the Premises until Tenant's insurance obligations, as defined in this Lease, are completely satisfied. If there is a disagreement as to whether Landlord's Work performance conforms to the Landlord's Plans, which disagreement cannot be resolved by the parties within four (4) days following Landlord's receipt of notice thereof from Tenant, then the decision of Landlord's registered architect shall control. As necessary, Tenant shall cause Tenant's Representative to be available for one- to two-hour long weekly meetings with the architect, construction manager, contractors, and any other parties involved in the construction process until the completion of the Punch List (as defined below).

(iv) Change Orders. After Tenant has approved Landlord's Plans, Tenant may nonetheless submit proposed change orders for Landlord's Work to Landlord for Landlord's approval, which approval will not be unreasonably denied or delayed provided Tenant agrees to pay to Landlord within thirty(30) days of Landlord's approval, any net increase in construction cost (regardless of the agreed upon budgets contained in this Lease) plus a fee in the amount of ten percent (10%) of such net increase to cover Landlord's administrative expenses, and agrees to any extension in the construction schedule for Landlord's Work as a result of such change order. Landlord must obtain Tenant's written approval of the contractor's price and any schedule adjustment for the proposed change order before such change order is released to the contractor for construction

(c) Notice of Delivery; Punch List. Landlord shall provide at least ten (10) days advance notice to Tenant advising Tenant of the date on which Landlord reasonably expects Substantial Completion of Landlord's Work. Within five (5) business days before or after such date, Landlord and Tenant, or their representatives, shall inspect Landlord's Work. If, as a result of such inspection, Tenant discovers deviations or deficiencies from Landlord's Plans, then Tenant may deliver a list ("preliminary punch list") of such deviations or deficiencies ("Punch List Items") to Landlord. The existence of a preliminary punch list shall not postpone the delivery of Premises as long as (i) the Punch List Items are customarily considered to be "punch list" items in the construction industry, and (ii) neither the failure to complete nor the process of completing any such Punch List Items will delay or unreasonably interfere with Tenant's Work or the operation of Tenant's business in the Premises, and (iii) the Punch List Items will not delay Landlord obtaining Tenant's certificate of occupancy or temporary certificate of occupancy, as applicable. Subject to Force Majeure, Landlord shall correct or cure the Punch List Items within sixty (60) days following Landlord's receipt of the preliminary punch list, or such longer period as may be reasonably necessary, provided Landlord is proceeding with due diligence to complete the Punch List Items. Landlord may enter the Premises at any reasonable time to correct or cure the Punch List Items, provided Landlord takes reasonable precautions to avoid interfering with Tenant's Work or Tenant's business at the Premises.

(d) Tenant Delay. For purposes of this Section 4, "Tenant Delay" shall mean any delay in the performance of Landlord's Work that occurs as the result of (i) any request by Tenant either that Landlord perform any work in addition to Landlord's Work, or that delays, for any reason, Landlord commencing or completing Landlord's Work to be performed prior to the delivery of the Premises to Tenant; (ii) any change by Tenant to Landlord's Plans, other than a change required to cause Landlord's Plans to conform to applicable laws, rules, regulations or ordinances; (iii) any failure of Tenant to respond to any request for approval required hereunder within the period specified herein for such response; or (iv) any delay in Landlord's Work caused by the installation of Tenant's fixtures in the Premises or the performance of any work or activities by Tenant prior to the delivery of possession of the Premises to Tenant. Upon the occurrence of any event that Landlord contends is a Tenant Delay, Landlord shall promptly notify Tenant with Landlord's reasonable estimate of the expected delay and the Rental Commencement Date shall be made earlier by the number of days of such estimate.

SECTION 4.03. TENANT'S WORK. All work not provided herein to be done by Landlord shall be performed by Tenant at Tenant's expense and deemed to be Tenant's Work, including, but not limited to, all work designated as Tenant's Work in Exhibit D, subject to Landlord's obligation to pay the Allowance.

(a) **Construction By Tenant.** The tenant improvements to the Premises shall be constructed by Tenant, at its sole cost and expense ("Tenant's Work"), subject to Landlord's obligation to pay the Allowance. Prior to Tenant's occupancy of the Premises for the performance of Tenant's Work, Tenant shall: (i) submit to Landlord all architectural, mechanical, electrical and engineering plans, specifications and drawings (the "Plans") for the construction of the Premises as prepared by a licensed architect, all of which must be approved by Landlord in writing; (ii) submit to Landlord, in writing, the name of Tenant's proposed contractor, which must be approved by Landlord in writing; (iii) obtain all necessary permits and licenses required for the performance of Tenant's Work, copies of which must be submitted to Landlord; (iv) obtain builder's risk, workers' compensation and any other customary insurance in such amounts and with such insurers as are reasonably acceptable to Landlord and provide certificates evidencing such insurance to Landlord; and (v) obtain general liability and property damage insurance as required under this Lease and provide Landlord with certificates evidencing such insurance and naming Landlord and its managing agent as additional insureds. Landlord's consent with respect to the foregoing items shall not be unreasonably withheld, conditioned or delayed. Upon completion of Tenant's Work, Tenant shall provide an Architect's Certificate, pursuant to which Tenant's licensed architect shall certify that the Tenant's Work has been fully completed in accordance with the Plans, as approved by Landlord.

(b) No material deviation from the Plans, once approved by Landlord, shall be made without Landlord's written approval. Approval of the Plans by Landlord shall not constitute the assumption of any responsibility by Landlord, Landlord's managing agent or Landlord's architect for their accuracy, efficacy or sufficiency or for any errors, omissions or non-complying features, and Tenant shall be solely responsible for such items. For purposes of this section, "material deviation" shall mean any change to a structural element (including but not limited to walls, floor and roof) of the Premises, any change that affects the common areas or any other tenant's leased premises, or any change that results in an adjustment of greater than \$25,000 to the cost of Tenant's Work.

(c) In connection with the performance of Tenant's Work, Tenant shall not allow any construction lien to be placed or remain upon the Premises. In the event that a construction lien is filed against the Premises as a result of work undertaken by Tenant, Tenant shall, within thirty (30) days after receiving notice of such lien, either: (i) discharge such lien of record by payment of the indebtedness due to the lien claimant; or (ii) file a bond (as provided by statute) as security therefor. All of Tenant's Work shall be performed: (i) in a good quality workmanlike manner, in accordance with accepted standards for commercial construction; (ii) in accordance with all applicable laws and regulations of the governmental authorities having jurisdiction over same; and (iii) in such a manner as will not interfere with, impede or delay any work by Landlord or its contractors or tenants or tenant's contractors. All contractors performing Tenant's Work shall be bondable, licensed contractors, capable of performing quality workmanship.

(d) Tenant shall record a notice of commencement which designates Tenant as the contracting party, and clearly states that the interest subject to the improvements is the Tenant's leasehold interest only, that improvements are permitted by Landlord, but not required, and that no interest of Landlord shall be subject to any lien.

(e) Landlord shall have the right, but not the obligation to oversee the construction of the Tenant Improvements and performance of Tenant's Work, for the purpose of protecting the Premises, the adjoining premises, and the structural and functional integrity of the Building. In connection with such oversight, Landlord shall have the right to inspect the Premises during the construction of the Premises and performance of the Tenant's Work, and shall have the right to contact the contractor directly.

SECTION 4.04. TENANT'S ALTERATIONS.

(a) Throughout the Term, Tenant may make non-structural alterations, additions and improvements to the Premises as Tenant deems reasonably necessary, provided the same shall not exceed \$25,000 in the aggregate for any project or related projects. If the cost of any proposed alterations, additions or improvements shall exceed such \$25,000 limitation, or shall be structural in nature, Tenant shall submit complete plans and specifications for the proposed work to Landlord, and shall not proceed without Landlord's prior written consent which shall not be unreasonably withheld or delayed. All such work shall comply with the requirements of Section 4.03(b) and will become the property of Landlord at the expiration of the Lease term or any earlier termination of this Lease. Unless

resulting from the negligence or intentional misconduct of Landlord or its employees or agents, Tenant shall be responsible for the cost of repairing any damage to the Premises and the Building caused by any such work. For purposes of this Section 4.03, the term "structural" shall mean anything pertaining to the foundation, exterior and load bearing walls and columns and roof of the Building.

(b) No Tenant alterations, additions or improvements shall be undertaken until Tenant provides insurance policies or certificates of insurance complying with the requirements in Article 7. Tenant shall comply with all applicable municipal codes and ordinances, including obtaining a building permit if required from the local governing authority, and with the Michigan Construction Lien Act. Promptly after completion of any such alterations, additions or improvements, Tenant's architect (if any) or contractor shall certify in writing to Landlord that all such alterations, additions or improvements have been completed in conformity with all applicable statutes, codes and ordinances.

(c) Tenant will not perform any work capable of activating the Building fire alarm system without having a qualified alarm technician present and without giving Landlord a minimum of five days' notice. Tenant shall pay an administrative fee of \$500 per day on account of any of Tenant's work that (i) activates the Building alarm where proper notice was not given, (ii) disrupts any utility to another tenant, or (iii) in the sole judgment of Landlord, creates unsafe conditions to Building tenants, patrons or passersby, which administrative fee shall be considered Additional Rent.

SECTION 4.05. SIGNS. In accordance with applicable codes of the local governing authority and Landlord's written consent, which shall not be unreasonably withheld, Tenant shall be permitted to erect signage as defined in Exhibit H.

SECTION 4.06. TENANT'S FIXTURES. Tenant, at Tenant's sole expense, may install in or affix to the Premises necessary trade fixtures, personal property, equipment and fixture, provided that such items are installed, and are removable without damage to the Building, and that such items do not exceed the weight-bearing capacity of the Premises or place unusual demands on utility services to the Premises. Prior to the installation of such trade fixtures, Tenant will provide Landlord with plans for their installation. Landlord may require that Tenant, and Tenant upon demand shall, provide data regarding

the weight and operating characteristics of such trade fixtures and other property, and may deny approval for such trade fixtures or other property if Landlord, acting reasonably, determines that such trade fixtures will exceed the Building's capacities or place unusual demands on utility services to the Premises.

SECTION 4.07. REMOVAL. Tenant shall not remove any alterations, additions or improvements on the expiration or termination of this Lease; except that trade fixtures installed by Tenant may be removed if all Rent and all other sums payable by Tenant pursuant to this Lease have been paid in full and Tenant is not otherwise in default hereunder, in which event Tenant shall promptly repair any damage to the Premises caused by removal of the trade fixtures. Notwithstanding the foregoing, Tenant shall remove such alterations, additions or improvements on the expiration or termination of this Lease for which prior Landlord consent was required but not obtained or which Landlord made a condition to such consent at the time thereof, such removal to be done in a good, workmanlike and lien free manner with all walls, floors and ceilings being left in a "paint ready" or "flooring/carpeting ready," as applicable, condition.

ARTICLE 5. MAINTENANCE

SECTION 5.01. COMMON AREAS. For the purpose of this section, and wherever else used in this Lease, the term "Common Areas" shall be defined to include, by way of illustration and not limitation, all sidewalks, parking areas, landscaping, drainage, common area lighting facilities, shared restroom facilities, shared hallways, walkways, stairwells, entries, vestibules and elevators, boilers, chillers, (but expressly excluding restaurant vent hoods, venting systems and makeup air systems, which shall be Tenant's sole responsibility), condensers and any other heating and cooling equipment providing conditioned air to any part of the Building, the roof and flashing (including all vents, scuttles, trap doors and appurtenances thereto in place as of the Signature Date or installed thereafter), as well as other portions of the Building, all underground utility lines servicing the Building (located on or offsite) and all utilities lines located in the Building, all exterior decorations and ornaments on the Building and the canopy thereon, if any, and the decorating, painting and pointing of Building exteriors. The Common Areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of all such Common Areas and facilities, copies of which shall be provided to Tenant. Except to the extent it materially interferes with the operation of Tenants

business, Landlord shall have the right to operate and maintain the same in such a manner as Landlord, in its reasonable discretion, shall determine from time to time, including, without limitation, the right to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and facilities.

Landlord shall maintain in good condition and repair the Common Areas including, without limitation, sweeping, striping and snow and ice removal from all driveways, sidewalks and parking areas located on the land upon which the Building sits, and Landlord shall repair and replace of all of the same, and Landlord shall replace and repair of the roof, flashings, gutters, downspouts, floor slab, outer walls and structural portions of the Building. Landlord shall not be required to make any repairs or replacements caused in whole or in part by any act or negligence of Tenant, its agents, employees, invitees, licensees or contractors and in the event Landlord makes any such repairs or replacements, the cost thereof shall be borne entirely by Tenant and shall be paid by Tenant to Landlord upon demand. Landlord shall have access to the Premises at reasonable times to perform any of maintenance, repair or replacement work.

Landlord hereby grants to Tenant and Tenant's employees' agents, customers and invitees, the right, during the term hereof, to use, in common with others having rights in the Building entitled to the use thereof, the Common Areas; provided, however, that access to the roof, phone closets and mechanical rooms by Tenant shall be governed by Section 1.01 hereof.

Commencing upon the earlier of the date Tenant opens for business or the Rental Commencement Date, Tenant shall pay to Landlord its share of the Common Area Costs, calculated as set forth herein. "Common Area Costs" shall mean the cost of operating, maintaining, repairing and replacing the Common Areas, including, without limitation, management fees, administrative costs and costs for utilities serving the Common Areas (other than Capital Expenses as defined by GAAP, which shall be paid solely by Landlord). "Common Area Costs" shall expressly exclude the following items:

1. All costs incurred in connection with or directly related to the original construction (as distinguished from operation and maintenance) of the Building and/or Property of which the Premises is a part or any expansion or renovation thereof;
2. Interest or payments on any financing for the Building and/or Property;
3. Cost of correcting defects in or inadequacy of the design and construction of the Building and/or Property or repair and replacement of any of the original materials or equipment required as a result of such defects or inadequacies;
4. Any expense resulting from the negligence or intentional misconduct of the Landlord, its agents, servants or employees;
5. The cost of any repair to remedy damage caused by or resulting from the gross negligence of any other tenants in the Building and/or Property;
6. Reserves for anticipated future expenses;
7. Legal and other fees, leasing commission, so-called "take-over" or "buy out" obligations, advertising expenses and other costs incurred in connection with development or leasing of the Building and/or Property or future re-leasing of the Building and/or Property;
8. Any items for which Landlord is reimbursed by insurance or otherwise compensated, including direct reimbursement by any tenant;
9. Any bad debt loss, rent loss or reserves for bad debts or rent loss;
10. The costs (or any depreciation or amortization thereof) of any alteration, additions, changes, replacements, improvements, repairs, fixtures, and equipment and other items which under generally accepted accounting principles consistently applied as pertaining to the real estate industry are properly classified as a capital expense;
11. The cost of providing improvements within the Premises or any other tenants in the Building and/or Property at any time;
12. All interest and penalties incurred as a result of Landlord's negligently failing to pay any bill as the

same shall become due;

13. Any and all costs associated with the operation of the business of the entity which constitutes Landlord, which costs are not directly related to the operation, management, maintenance and repair of the Building and/or Property (by way of example, without limiting the foregoing, the formation of the entity, internal accounting and legal matters, including but not limited to preparation of tax returns and final statements and gathering of tax returns and financial statements and gathering of data thereof, costs of defending any lawsuits, including, without limitation, expenses and legal fees incurred in enforcing leases against tenants, costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building and/or Property, and costs of any dispute between Landlord and its employees);

14. Rent payable under any ground lease;

15. All costs and expenses associated with removal and clean-up of asbestos, hazardous wastes or toxic substances unless caused by Tenant;

16. Off-premises supervisory personnel or property manager(s);

17. Costs for services that are not at commercially reasonable rates; and

18. Expenses relating to vacant or vacated space in the building, including, without limitation, utility and renovation costs.

Tenant's share of Common Area Costs for utilities (e.g., electric, gas and water) shall be calculated by multiplying the Proportionate Share as set forth in Section E of the Fact Page by the cost of such utilities as set forth on the applicable utility bills for the Building received by Landlord. If the Common Area Base Year shown in Section E of the Fact Page is completed with a year, then Tenant's share of all other Common Area Costs shall be calculated by multiplying the Proportionate Share set forth in Section E of the Fact Page by the Common Area Costs in excess of the Common Area Costs for the Base Year set forth in Section E of the Fact Page. If the Common Area Base Year shown in Section E of the Fact Page is "N/A", then Tenant's share of all other Common Area Costs shall be calculated by multiplying the Proportionate Share set forth in Section E of the Fact Page by the Common Area Costs. The amount to be paid by Tenant to Landlord hereunder during the first and last years of the term hereof shall be equitably prorated to apply only to the period during such years while this Lease is actually in effect. Tenant shall pay its share of the Common Area Costs, monthly in advance on or before the first of each calendar month, at such amount established by Landlord in letter form under separate cover prior to Rental Commencement Date and as may be adjusted from time to time thereafter by written notice to Tenant.

On or before May 31 of each year during the Term, Landlord shall provide Tenant with a written statement of the actual Common Area Costs for the previous calendar year ("Common Area Cost Statement"), and, per Landlord's discretion, Tenant shall reimburse Landlord for any underpayment thereof for the preceding year either within fifteen (15) days from the date such statement is received by Tenant or in 12 equal monthly installments. Any overpayment by Tenant shall, per Landlord's discretion, be credited against the next monthly installment of Common Area Costs due from Tenant hereunder or credited in 12 equal monthly installments. Upon request, Landlord shall provide Tenant with copies of such paid invoices and other information pertaining to payment of Common Area Costs as is necessary to substantiate the Common Area Cost Statement presented to Tenant. Any over-payments made by Tenant as determined upon the expiration of the Term or any extension thereof shall be refunded to Tenant. To the extent Landlord amortizes capital improvements for tax purposes over more than one rental year, cost of such improvements for expense purposes shall be allocated as an expense based upon the useful tax life utilized by Landlord.

For the purpose of calculating Tenant's proportionate share of Expenses, "Controllable Operating Expenses" (as hereinafter defined) for calendar year 2018, and each calendar year thereafter, shall not increase by more than five (5.0%) percent per annum on a cumulative basis, over the actual amount of such "Controllable Operating Expenses", for the preceding calendar year. As used herein, the term "Controllable Operating Expenses" means all Common Area Costs, on a per square foot of net rentable area basis, but expressly excluding real estate taxes, insurance, utilities, costs of snow removal, costs subject to governmental regulation and all costs incurred to comply with new or revised federal or state laws, municipal or county ordinances or codes or regulations promulgated under any of the same. By way of illustration of the foregoing, in calendar year 2018, the Controllable Operating Expenses shall not exceed the amount determined by the following formula, when "X" equals the actual amount of the Controllable Operating Expenses for the calendar year 2017: $x \text{ times } 1.05 = \text{maximum amount of Controllable Operating Expenses for calendar year 2018}$. If Controllable Operating Expenses for 2017 are \$4.00 per square foot,

then the maximum amount of Controllable Operating Expenses for calendar year 2018 would be $\$4.00 \times 1.05 = \4.20 per square foot of net rentable area, and so forth.

SECTION 5.02. BUILDING ALTERATIONS BY LANDLORD. Notwithstanding anything in this Lease to the contrary, Landlord reserves the right at any time and from time to time, without notice to Tenant or liability, to Tenant for damage or injury to Tenant's business, and without constituting an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of rent to the extent that it does not materially interfere with Tenant's business: (i) to make alterations, changes, and additions to the Building (including the Common Areas), (ii) to add additional areas to the Building and/or to exclude areas therefrom, (iii) to construct additional buildings or other improvements on the land occupied by the Building, including Common Areas, (iv) to remove or relocate a part of the Building, and (v) to relocate any other tenant in the Building, provided in each such case changes undertaken by Landlord shall not unreasonably interfere with Tenant's use of the Building as permitted under this Lease or materially and unreasonably reduce or restrict the visibility of the Premises, access to the Premises, or the number of parking spaces. Provided further, that any cost incurred in connection with such actions shall be Landlord's expense, and shall not be classed as Common Area Costs or otherwise charged to Tenant.

SECTION 5.03. TENANT'S OBLIGATIONS.

(a) Except as specifically provided in Section 5.01 above, Tenant shall maintain the interior of the Premises and every part thereof and all appurtenances thereto in good order, condition and repair (including replacement costs of parts and equipment if necessary), including, without limitation, the exterior and interior portion of all doors, door frames, door checks, windows, plate glass, store front, interior walls, floors, ceilings and plumbing and electrical systems exclusively serving the Premises. Notwithstanding anything in this Lease to the contrary, Landlord shall ensure that the HVAC System, the electrical system and the plumbing system serving the Premises are in good working order as of the Commencement Date. Tenant, at its sole cost and expense, shall replace all light tubes, bulbs and ballasts and shall maintain the interior of the Premises. In addition, Tenant, at its sole cost and expense, shall repair all damage to the Premises caused by the negligence and/or misconduct of Tenant, its employees, agents and invitees. The plumbing and sewage facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be introduced therein. Tenant shall be responsible for all expenses incurred in connection with any breakage, stoppage or damage resulting from the acts or omissions of Tenant or from a violation of this provision by Tenant, its agents, employees, invitees, or contractors. If replacement of equipment, fixtures and appurtenances thereto is necessary, Tenant shall replace the same with equipment, fixtures and appurtenances of the same quality as originally installed, and repair all damages done in or by such replacement. Under no circumstances shall Tenant shutdown any service to any part of the Building other than the Premises and even then Tenant must give Landlord reasonable notice of Tenant's intentions.

(b) Tenant shall, at its expense, maintain the Premises in a clean, sanitary and safe condition in accordance with the laws of Michigan and in accordance with all directions, rules and regulations of health officers, fire marshals, building inspectors, and other governmental officials, and comply with all requirements of law affecting the Premises, and in accordance with Section 3.03, above. Tenant shall maintain the storefront, and shall be responsible for keeping all pipes, sewers and drains inside and outside the Premises clean and free of blockage of hair, debris, grease, food, or waste of any kind emanating from the Premises and removing all such waste from proper traps approved by Landlord so as to prevent such waste from accumulating in any drains or pipes or being discharged through any drains or pipes in any system of pipes and sewers located within or outside the Premises. Tenant shall be responsible for all costs necessary to rectify, correct or remedy any problem, condition or damage caused by Tenant's failure to so maintain the Premises. At the expiration or termination of this Lease, Tenant shall surrender the Premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty, and matters for which Landlord is responsible excepted.

(c) Tenant shall at its expense install and maintain fire extinguishers and other fire protection or fire suppression devices as required by any agency having jurisdiction or by insurance underwriters.

(d) Tenant shall redecorate, repaint and where applicable, replace all carpeting within the Premises in accordance with the standard of other similarly situated Anna's House restaurants.

(e) Tenant shall keep the Premises free of all liens arising out of work performed, materials furnished or obligations incurred by or for Tenant, and shall bond against or discharge any construction line within thirty (30) days after notice thereof from any source claiming by or through Tenant, its employees, contractors and/or agents.

(f) If Tenant fails to perform its obligations hereunder, after applicable notice and cure periods, Landlord, without notice, may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and add the cost of the same to the next installment of Base Rent due hereunder.

(g) If the Use listed in Section H of the Fact Page involved the serving of food and beverages, the following shall apply:

(i) All trash and garbage generated from the Premises shall be stored within the Premises and arrangements shall be made for the daily removal thereof prior to 8:00 a.m. every morning. Such arrangements shall be subject to Landlord's approval, and shall be subject to Landlord's right to provide for the pick-up thereof as set forth in this Lease. Tenant's employees shall be responsible for the daily removal of any trash, garbage, debris, grease or leakage caused to any common area in connection with the removal of such trash and garbage.

(ii) Tenant shall remove grease from all exposed surfaces of the Premises daily. Tenant shall not place any grease into any trash compactor, normal garbage containers, floor drains, sink drains or toilets. Tenant shall maintain all grease traps on the Premises, including a daily treatment program to chemically degrease sewer and drainage lines. Notwithstanding the foregoing, Landlord may, without notice to Tenant, enter the Premises in order to inspect and if necessary clean grease traps and drains and Tenant shall reimburse Landlord for the costs thereof within ten (10) days after receipt of an invoice therefore. Any damage caused by Tenant's misuse of grease traps and/or drains or its failure to keep the same clean, all as herein provided, shall be Tenant's responsibility and Tenant shall reimburse Landlord for any costs incurred by Landlord as a result thereof within ten (10) days after receipt of an invoice therefore. Tenant agrees to retain a dependable bonded degreasing service for the Premises on a minimum monthly basis throughout the term of this Lease to clean and degrease the entire kitchen area, ranges, cooking equipment, broilers, stoves, hoods, vents, exhaust and blower systems, filters and flue stack in the Premises. If Landlord shall provide such service, Tenant shall be obligated to use the same and shall pay a proportionate share of the actual cost thereof to Landlord or Landlord's contractor within ten (10) days after being billed therefore.

(iii) In the event Tenant shall fail to perform its obligations relating to the maintenance and operation of the Premises pursuant to the terms of this Section 5.03(e) of this Lease, upon seventy-two (72) hours' notice to Tenant (unless such failure results in an emergency situation, in which case no advance notice shall be required) and Tenant's failure to cure such default within such seventy-two hour period, Landlord shall have the right to perform such maintenance and to charge Tenant for its cost thereof, including a fifteen (15) percent administrative fee. Upon Tenant's failure to pay such charges within fifteen (15) days after receipt of an invoice therefore, Landlord shall have all of the rights and remedies herein provided for the failure to pay rent.

SECTION 5.04. OPERATION BY TENANT. Tenant covenants and agrees that it will not place or maintain any merchandise, vending machines or other articles in any vestibule or entry of the Premises or outside the Premises so as to extend into any portion of the Common Areas or adjacent sidewalk (except as expressly provided herein); store garbage, trash, rubbish and other refuse in rat-proof and insect-proof containers inside the Premises, and remove the same frequently and regularly and, if directed by Landlord, by such means and methods and at such times and intervals as are designated by Landlord, all at Tenant's cost; retain a qualified licensed contractor to periodically inspect and take such measures as necessary to eliminate the presence of insects and rodents on the Premises; clean and maintain any grease traps serving the Premises and enter into a grease trap cleaning contract serving the Premises and furnish Landlord a copy thereof; not permit any sound system which is audible outside the Premises or objectionable advertising medium which is visible outside the Premises; keep all mechanical equipment free of vibration and noise and in good working order and condition; not commit or permit waste or a nuisance upon the Premises; not permit or cause noxious or offensive odors to emanate or be dispelled from the Premises; not solicit business in the Common Areas nor distribute advertising matter to, in or upon any Common Area; not permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefor, nor permit any use of vehicles which will interfere with the use of any Common Area in the Building; comply with all laws, ordinances, rules and regulations of governmental, and other authorities, including those with authority over insurance rates, with respect to the use or occupancy of the Premises; not permit any noxious, toxic or corrosive fuel or gas, dust, direct or fly ash on the Premises; not place a load on any floor in the Building which exceeds the floor load per square foot which such floor was designed to carry. Landlord may assess Tenant an administrative charge of \$100.00 per occurrence plus removal costs for improperly disposed trash, as Additional Rent (and the same shall not be deemed a penalty, but rather a reasonable liquidated charge to compensate Landlord for the time and expense

necessary to attend to the foregoing, the exact damages to be incurred by Landlord to be difficult if not impossible to ascertain).

SECTION 5.05. STORAGE. Except in emergencies, Tenant shall have in the Premises only equipment and all other items normally associated with its business.

ARTICLE 6. TAXES

SECTION 6.01. REAL ESTATE TAXES.

(a) Tenant agrees to pay Landlord Tenant's share of all Real Estate Taxes, calculated as set forth herein. "Real Estate Taxes" shall mean all taxes, existing and future, assessments, general and special, and government charges of any kind and nature whatsoever which have been or may be levied or assessed by any lawful authority against the land, Building or improvements presently and/or at any time during the Lease term comprising the Building and the Common Areas of which the Premises is a part. If the Real Estate Taxes Base Year shown in Section E of the Fact Page is completed with a year, then Tenant's share of all Real Estate Taxes shall be calculated by multiplying the Proportionate Share set forth in Section E of the Fact Page by the Real Estate Taxes in excess of the Real Estate Taxes for the Base Year set forth in Section E of the Fact Page. If the Real Estate Taxes Base Year shown in Section E of the Fact Page is "N/A", then Tenant's share of all Real Estate Taxes shall be calculated by multiplying the Proportionate Share set forth in Section E of the Fact Page by the Real Estate Taxes.

(b) Commencing on the earlier of the date Tenant opens for business or the Rental Commencement Date, Tenant's share of Real Estate Taxes shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord, or Landlord may, at its option, bill such taxes in arrears. If Landlord elects not to bill such taxes in arrears, the estimated monthly payment of Tenant's share of Real Estate Taxes shall be established by Landlord in letter form under separate cover prior to the Rental Commencement and may be adjusted from time to time thereafter by written notice to Tenant. If Landlord is required under any mortgage of the land and Building to escrow real estate taxes, Landlord may, but shall not be obligated to, use the amount required to be escrowed as a basis for its estimate of the monthly installments due from Tenant hereunder. On receipt of all bills for Real Estate Taxes incurred in any Lease Year, Landlord shall furnish Tenant a written statement of the amount of Tenant's share of the Real Estate Taxes for such year. A copy of a tax or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of taxes and assessments levied or assessed against the property to which such bill relates. If the total amount paid by Tenant under this Section for any Lease Year is less than the actual amount due from Tenant for such period, Tenant shall pay to Landlord the difference between the amount paid and the amount due, within fifteen (15) business days after the furnishing of such statement. If the total amount paid by Tenant hereunder for any Lease Year exceeds the actual amount due from Tenant for such period, the excess shall be credited against the next installment of Real Estate Taxes due from Tenant hereunder. Real Estate Taxes will be prorated for the first and last Lease Years by aggregating the then current tax bills, dividing the same by 365 and multiplying the resulting quotient by the number of days in the Term falling in such years.

(c) Notwithstanding anything herein to the contrary, for purposes of this Lease, the term "Real Estate Taxes" shall specifically exclude, (i) any franchise, corporation, income or profit tax or capital levy that is or may be imposed upon Landlord, and (ii) any inheritance, estate succession, transfer, gift or other tax, charge or imposition by whomsoever levied or assessed, by reason of or arising because of, any devise, descent or transfer of the Building or any interest therein by Landlord or its successors-in-title. In the event Landlord receives any tax credits, discounts or other allowances due to Landlord's early payment or other prepayment of real estate taxes to the applicable taxing authority, such credit, discount or other allowance shall be credited to real estate taxes before determining Tenant's percentage share thereof. In no event shall Tenant be obligated to pay any portion of real estate taxes assessed against land that is undeveloped or not available for Tenant's use or benefits. Additionally, Tenant shall have no obligation to pay any portion of real estate taxes assessed upon a tenant of the Building whose real estate taxes are assessed or paid independently of Landlord's real estate taxes. With respect to any special assessments, Landlord shall select the longest time period available to pay any such special assessment and only those installments first due during the Term shall be included with Taxes.

SECTION 6.02. PERSONAL PROPERTY TAXES. Tenant shall pay before the due date all federal, state and local taxes and assessments of any kind against the Tenant's leasehold interest and all personal property owned by or placed in, upon or about the Premises, and furnish proof of payment to Landlord within five days of request.

ARTICLE 7. INDEMNITY AND INSURANCE

SECTION 7.01. INDEMNITY BY LANDLORD AND TENANT.

(a) Tenant shall indemnify Landlord and hold it harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorneys' fees, in connection with any loss of life, personal injury and/or damage to property arising out of any occurrence in or about the Premises, which arises out of Tenant's occupancy or use of the Premises, or arising out of Tenant's failure to comply with any provision of this Lease, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees or invitees.

(b) Landlord shall indemnify Tenant and hold it harmless from and against all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, in connection with any loss or personal injury and/or damage to property arising out of or resulting from the negligence or intentional misconduct of Landlord, its agents, contractors, employees or invitees, in or about the Common Areas.

(c) Anything in this Lease to the contrary notwithstanding, in the event of any damages to the Building arising wholly or in part out of any act or omission of Tenant, its agents, employees, contractors or invitees, and all or any portion of Landlord's loss is "deductible" under Landlord's insurance policies, Tenant shall pay to Landlord on demand the amount of such deductible loss as Additional Rent.

SECTION 7.02. NON-LIABILITY OF LANDLORD. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage caused to Tenant, its agents, contractors, employees or invitees or their property from the breaking, bursting, stoppage or leaking of water, gas, sewer or steam pipes, or electrical cable or wires, or for any damage or loss of property in the Premises from any cause whatever, unless caused by Landlord's gross negligence or willful acts.

SECTION 7.03. SECTION 7.03. TENANT'S INSURANCE. Tenant shall, from the date Tenant takes possession of the Premises until the end of the term hereof, keep in force and effect: (a) a commercial general liability insurance policy, protecting against claims for bodily injury, personal injury and property damage with respect to the Premises and the business operated by Tenant and any other persons and entities conducting business in the Premises, including boiler and machinery insurance, and including product liability coverage, including but not limited to (if this Lease covers premises in which food and/or beverages are sold and/or consumed) coverage for liability arising out of the consumption of food and/or beverages on or obtained at the Premises and (if applicable to Tenant's business) liquor liability coverage, in which the limits for bodily injury (including personal injury and contractual liability) shall be not less than Three Million injury and contractual liability) shall be not less than Three Million Dollars (\$3,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than Five Hundred Thousand Dollars (\$500,000.00); and (b) Workers' Compensation coverage as required by law and employer's liability insurance. The policy shall name Tenant as insured and Landlord and any other parties in interest designated by Landlord, as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days' prior written notice. All insurance required to be carried by Tenant pursuant hereto shall be written by responsible insurance companies with a Best rating of at least A-:XI. Any such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefore. A copy of each paid-up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Landlord prior to the commencement of Tenant's Work and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

(a) All-risk property insurance, written at not less than replacement cost value and with replacement cost endorsement, covering all Tenant's personal property in the Premises (including without limitation inventory, trade fixtures, floor coverings, furniture and all other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Premises by or on behalf of Tenant;

(b) Business interruption insurance with limits not less than those carried by a prudent tenant; and

(c) Worker's compensation insurance in form and amounts required by law.

If the insurance maintained pursuant to Section 7.03(a) is a "claims made" policy, Tenant shall, not less than one complete Lease Year before the expiration of the Lease term, purchase extended insurance coverage that provides protection in the limits specified above for not less than three full Lease Years after expiration of the Lease. Tenant may provide all such insurance by means of a so called blanket policy.

SECTION 7.04. TENANT'S CONTRACTOR'S INSURANCE. Tenant shall require any contractor performing work in or on the Premises to maintain the following insurance with a deductible not to exceed \$1,000, at no cost to Landlord:

(a) Commercial general liability insurance, including but not limited to contractual liability coverage, completed operations coverage, and contractor's protective liability coverage, with combined limits of not less than \$2,000,000 for bodily injury or death and property damage, or such greater amount as Landlord may require; and

(b) Worker's compensation insurance in form and amounts required by law.

SECTION 7.05. POLICY REQUIREMENTS. The companies writing any insurance which Tenant is required to maintain or obtain pursuant to Sections 7.03 and 7.04, and the form of such insurance, shall at all times be subject to Landlord's reasonable approval, and each such company shall be licensed to do business in Michigan and have a Best's rating of at least A-X, or comparable rating by any other nationally-recognized rating agency acceptable to both parties. All insurance pursuant to Sections 7.03(a) and 7.04(a) shall name Landlord and any other parties in interest designated by Landlord as additional named insured parties, and shall contain a provision by which the insurer agrees that the policy will not be canceled except after 30 days' written notice to Landlord or its designees. Certificates of such insurance (Accord Form 27) (or, at Landlord's request, each policy) shall be deposited with Landlord on the earlier of the Commencement Date or the date Tenant performs any work or engages in any other activity in the Premises and, in case of renewal, not less than thirty (30) days prior to the expiration of the preceding coverage.

SECTION 7.06. WAIVER OF RIGHT OF RECOVERY. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other property, or any resulting loss of income, or liability for personal injury, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, to the extent that such loss or damage is covered by insurance benefiting the party suffering the loss or damage, as required by this Lease.

SECTION 7.07. TENANT'S SHARE OF LANDLORD'S INSURANCE COSTS. Landlord shall maintain insurance against fire, vandalism, malicious mischief, business interruption, and such other perils as from time to time are included in a standard Broad Perils endorsement and, at Landlord's option, Special Perils coverage endorsements, insuring the Building in an amount equal to 100% of the replacement cost, if available, and with or without deductible, at Landlord's option and rental loss coverage in such form and amount as Landlord shall reasonably determine ("Landlord's Insurance"). Beginning on the earlier of the date Tenant opens for business or the Rental Commencement Date, Tenant agrees to pay its share (calculated as set forth herein) of all premiums for Landlord's Insurance ("Landlord's Insurance Premiums") during the Term, which shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord, or Landlord may, at its option, bill such amounts in arrears. If Landlord elects not to bill such amounts in arrears, the estimated monthly payment of Tenant's share of Landlord's Insurance Premiums shall be established by Landlord in letter form under separate cover prior to Rental Commencement and may be adjusted from time to time thereafter by written notice to Tenant. If the Landlord's Insurance Premiums Base Year shown in Section E of the Fact Page is completed with a year, then Tenant's share of Landlord's Insurance Premiums shall be calculated by multiplying the Proportionate Share set forth in Section E of the Fact Page by Landlord's Insurance Premiums in excess of Landlord's Insurance Premiums for the Base Year set forth in Section E of the Fact Page. If the Landlord's Insurance Premiums Base Year shown in Section E of the Fact Page is "N/A", then Tenant's share of Landlord's Insurance Premiums shall be calculated by multiplying the Proportionate Share set forth in Section E of the Fact Page by Landlord's Insurance Premiums. On receipt of all bills for Landlord's Insurance Premiums incurred in any Lease Year, Landlord shall furnish Tenant a written statement of the amount of Tenant's share of Landlord's Insurance Premiums for such year. A copy of bill for Landlord's Insurance Premiums submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of Landlord's Insurance Premiums due. If the total amount paid by Tenant under this Section for any Lease Year is less than the actual amount due from Tenant for such period, Tenant shall pay to Landlord the difference between the amount paid and the amount due, within fifteen (15) business days after the furnishing of such statement. If the total amount paid by Tenant hereunder for any Lease Year exceeds the actual amount due from Tenant for such period, the excess shall be credited against the next installment of Tenant's share of Landlord's Insurance Premiums due from Tenant hereunder.

ARTICLE 8. UTILITIES

SECTION 8.01. UTILITY CHARGES.

(a) Premise Utility Charges. Tenant shall be responsible for, and promptly pay all consumption charges for water, gas, heat, electricity, sewer, and any other utilities used in, or furnished to the Premises. If possible, such services shall be separately metered and Tenant will be required to establish this service in its own name and promptly pay all charges when due. If such services cannot be separately metered, the cost thereof shall be estimated on a prorata basis using a percentage determined by dividing (a) the floor area of the Premises identified in Section A of the Fact Page, by (b) the floor area served by meter serving the Premises. Landlord will estimate monthly payments according to this percentage and the account will be reconciled annually. The obligation of Tenant to pay for utilities shall commence as of the date Landlord delivers possession of the Premises to Tenant, as provided above.

(b) Common Area Utilities. Tenant shall pay its share of the utilities used in connection with the Common Areas pursuant to Section 5.01.

(c) Disproportionate Use. If Landlord shall from time to time reasonably determine that the use of any utility or service in the Premises is disproportionate to the use of other tenants, then at Landlord's request Tenant shall install and maintain, at Tenant's expense, metering devices for checking the use of any such utility or service in the Premises. Tenant shall pay Landlord for the cost of such disproportionate use at rates established by Landlord within ten (10) days after receipt of a statement therefor.

SECTION 8.02. ADDITIONAL SERVICES. If Tenant requests any other utilities or services in addition to those set forth herein above, Landlord shall use reasonable efforts to attempt, at Landlord's reasonable discretion, either to furnish Tenant with such additional utilities or services, or to make same available to Tenant. In the event Landlord is able to and does furnish such additional utilities or services to Tenant, the cost thereof shall be borne by Tenant. In the event that Landlord advances funds for such additional utilities or services, Tenant shall reimburse Landlord as Additional Rent.

SECTION 8.03. INTERRUPTION OF SERVICES. Tenant understands, acknowledges and agrees that any one or more of utilities or other services referred to herein above may be interrupted by reason of accident, emergency or other causes beyond Landlord's control. Tenant further understands that such utilities may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations or improvements can be made. Tenant further understands, acknowledges and agrees that Landlord does not represent or warrant the uninterrupted availability of such utilities or building service, and that any such interruption shall not be deemed an eviction or disturbance of Tenant's right to possession, occupancy, use and quiet enjoyment of the Premises or any part thereof, or render Landlord liable to Tenant for damages by abatement of rent or otherwise or relieve Tenant from the obligation to perform its covenants under this Lease. The foregoing notwithstanding, Landlord shall use reasonable commercial efforts to minimize any interruption of utility service.

ARTICLE 9. ASSIGNMENT OR SUBLETTING

SECTION 9.01. ASSIGNMENT OR SUBLETTING. Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, nor lease or sublet the Premises or any part thereof or any right or privilege appurtenant thereto, nor allow anyone to conduct business at, in or from the Premises (whether as concessionaire, franchisee, licensee, permittee, sub-tenant, or otherwise), whether by voluntary or involuntary act of Tenant, except with Landlord's prior written consent, which shall not be unreasonably withheld. Notwithstanding anything in this Section 9.01 to the contrary, Tenant may, without Landlord's consent, (i) assign this Lease or sublease the Premises to any affiliated entity; (ii) any purchaser of all or substantially all of its assets, (iii) any successor by merger, or (iv) any approved franchisee in good standing of Anna's House Restaurants, provided that any such assignee shall have a net worth equal to or greater than that of Tenant. Tenant shall submit to Landlord, with any request for Landlord's consent to any proposed transfer, written evidence of the business experience and financial condition of the proposed transferee, and a description of the business proposed to be conducted in the Premises by the transferee. Landlord will have the right to reject any proposed transfer for any reasonable reason Landlord determines in good faith, which may include (without limitation) the business experience and/or financial condition of the proposed transferee and/or the nature of the business to be conducted in the Premises. It shall be a condition to any consent by Landlord to an assignment or sublease that Tenant shall pay to Landlord a processing fee in the amount of \$500, as reimbursement to Landlord for any and all legal-related expenses in connection with the review and preparation of assignment or

sublease-related documents which may be incurred by Landlord in connection therewith. Payment of such fee shall be submitted along with Tenant's request for Landlord's consent. Such fee shall be non-refundable to Tenant regardless of whether or not Landlord approves of the proposed transfer. No transfer shall relieve Tenant or any guarantor ("Guarantor") of Tenant's obligations under this Lease from responsibility for payment of all Rent and all other amounts to be paid, and performance of all obligations, according to the terms of this Lease and any amendments, extensions and renewals thereof. Any act by Tenant prohibited hereunder (or any attempt at same), either voluntarily or involuntarily, shall entitle Landlord, at its option, to terminate this Lease, and any purported such act shall be null and void. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate any or all franchises, concessions, licenses, permits, subleases, subtenancies, operating arrangements or the like, or may, at the option of Landlord, operate as an assignment thereof to Landlord. One-half (1/2) of all of the net sums or net economic consideration received by Tenant as a result of such subletting or assignment, whether the denominated rental or otherwise for any sublease or assignment, which exceeds, in the aggregate, the total sums of which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to that portion of the Premises subject to such sublease) shall be payable to Landlord, if, as and when such amounts are actually received by Tenant, as Additional Rent under this Lease without affecting or reducing any other obligation of Tenant hereunder.

ARTICLE 10. DESTRUCTION OF PREMISES

SECTION 10.01. REPAIR OF PREMISES. If the Premises or the Building shall be partially or totally destroyed by fire or other casualty insured under insurance carried by Landlord, so as to become partially or totally untenable, the damage to the Premises shall be promptly repaired by Landlord, to the extent of any proceeds received from such insurance, unless Landlord elects not to repair or rebuild the Premises as hereinafter provided. The obligation of Landlord hereunder shall be limited to repairing or reconstructing the Premises to substantially the same condition as existed immediately prior to the casualty. In no event shall Landlord be required to repair or replace Tenant's inventory, trade fixtures, furnishings or equipment. If Landlord is required or elects to repair or rebuild the Premises, Tenant shall repair or replace its inventory, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that existing prior to the casualty. During any period where all or a portion of the Premises is rendered unusable due to fire or other casualty, the Rent shall be decreased proportionately during the period of repair and restoration to the extent of that portion of the Premises which are unusable prior to repair and restoration.

SECTION 10.02. OPTION TO TERMINATE. In the event that the Building or the Premises shall be damaged by fire or other casualty during the Lease term so as to render more than fifty percent (50%) of the Premises untenable and the repair of such damage is reasonably estimated to exceed 180 days, then this Lease may be terminated by either party by delivery of thirty (30) days prior written notice thereof to the other party within 60 days following any such damage, but shall continue unless so terminated.

SECTION 10.03. TENANT'S OPTION TO TERMINATE. In the event of damage or destruction of the Premises, Landlord shall advise Tenant, within thirty (30) days after such damage or destruction of the Premises occurs, whether Landlord is able to substantially restore the Premises and eliminate any substantial interference with Tenant's use of the Premises within one hundred eighty (180) days. If Landlord advises Tenant that it shall be unable to substantially restore the Premises and eliminate any substantial interference with Tenant's use of the Premises within one hundred eighty (180) days or Landlord fails to do so within one hundred eighty (180) days, Tenant may, by providing written notice to Landlord within fifteen (15) days of receipt of the notice from Landlord or expiration of the 180-day period, as the case may be, terminate this Lease at the end of the fifteenth (15th) day after Landlord's receipt of such notice, unless Landlord has substantially restored the Premises and eliminated any substantial interference with Tenant's use of the Premises within such 15-day period, in which case the Lease shall remain in full force and effect.

ARTICLE 11. EMINENT DOMAIN

SECTION 11.01. TOTAL CONDEMNATION. If all of the Premises shall be taken by any public authority under the power of eminent domain or by private purchase in lieu thereof, the Lease term shall cease as of the date possession is taken by such public authority and the Rent shall be paid to that date.

SECTION 11.02. PARTIAL CONDEMNATION. If more than fifty percent (50%) of the Premises or a material portion of the Common Areas including 20% or more of the parking spaces shall be so taken, either party may terminate this Lease by written notice to the other party within 30 days after such taking. If neither party exercises its

right of termination, the Lease term shall cease only with respect to the part of the Premises taken, as of the date possession is taken by the public authority, and thereafter all the terms of this Lease shall continue in effect, except that the Rent shall be reduced in proportion to the amount of the floor area of the Premises taken, and Landlord shall make necessary repairs or alterations to the Building so as to constitute the remaining Premises a complete architectural unit. In no event, however, shall Landlord be obligated to spend for any reconstruction any amount in excess of the damages awarded to it for the taking.

SECTION 11.03. DAMAGES. All damages awarded for any such taking, whether for the whole or part of the Premises, shall, as between Landlord and Tenant, belong to and be the property of Landlord, whether such damages are awarded as compensation for diminution in value to the estate of the Landlord or of the Tenant; provided, that Landlord shall not be entitled to any separate award made for damage to, and/or cost of moving and removing, Tenant's business operations, inventory and trade fixtures.

ARTICLE 12. DEFAULT

SECTION 12.01. INTEREST ON LATE PAYMENTS. All Rent and other amounts required to be paid by Tenant to Landlord not paid within ten (10) days of the date due shall bear interest from the due date until Landlord's actual receipt of payment, at the rate of twelve percent (12%) per annum.

SECTION 12.02. LATE PAYMENT/INSUFFICIENT FUNDS. In the event that Base Rent or Additional Rent is not paid by Tenant to Landlord within ten (10) days of the date due, in addition to all other amounts due to Landlord under this Agreement, Tenant shall pay a late fee equal to five percent (5%) of the late payment to cover Landlord's administrative cost of handling such late payment. Further, there will be a \$50.00 charge for any check returned to Landlord unpaid for any reason. Payment of Rent thereafter will be accepted only if paid with money orders, bank or certified checks (failure to do so will carry an administrative charge of \$50.00 on each occurrence).

SECTION 12.03. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS. If Tenant fails to perform any of its obligations under this Lease after applicable notice and cure periods, Landlord may (but shall not be obligated to) perform the obligation at Tenant's expense, and such performance shall not be deemed a waiver of Tenant's default. The cost of performance by Landlord, with interest thereon at the rate provided for in Section 12.01, computed from the date of payment by Landlord, shall be due and payable on demand.

SECTION 12.04. NO WAIVER OF DEFAULT. No acquiescence by Landlord in any default by Tenant shall be construed as a waiver of the default unless such waiver is explicit, in writing, and signed by Landlord. No waiver of any default shall be construed as a waiver of any other or subsequent default, and Landlord's consent to or approval of any act or failure to act by Tenant shall not be deemed a consent to or approval of any other act or failure to act.

SECTION 12.05. NO ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent or other amounts payable hereunder shall be deemed to be other than on account of the earliest Rent or other such amount, nor shall any endorsement or statement on any check or any letter accompanying any payment be deemed an accord and satisfaction. Landlord's acceptance of any payment will be without prejudice to Landlord's right to recover the balance of the Rent and other amounts payable hereunder and pursue all other lawful remedies.

SECTION 12.06. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an "Event of Default":

(a) Any failure of Tenant or/and Guarantor to pay any Rent or any other amount due hereunder within five (5) days after written notice of non-payment from Landlord;

(b) Any failure of Tenant to perform any obligation (other than payment of money) required to be performed pursuant to this Lease, and continuation of such default for more than thirty (30) days after written notice to Tenant, unless Tenant commences to cure such default within thirty (30) days after written notice and thereafter proceeds diligently to cure the default (notwithstanding the 30-day period for cure noted above, if the default creates a hazardous situation or involves disturbance to the quiet enjoyment of other Building tenants, Tenant must cure the default immediately upon notice);

(c) The vacating or abandonment of the Premises by Tenant, without payment of Rent, at any time during the Lease term;

(d) Any material inaccuracy in any representation or warranty of Tenant in this Lease, or any material inaccuracy or omission in any financial statement, report, certificate or other document furnished to Landlord at any time by Tenant or any Guarantor;

(e) Any violation of the provisions of Section 9.01; or

(f) Any sale of Tenant's interest in the Premises under attachment, signature or other legal process; adjudication of Tenant or any Guarantor as bankrupt or insolvent pursuant to any present or future Federal or state law; appointment of a receiver or trustee for the business or property of Tenant or any Guarantor; assignment of the property of Tenant or any Guarantor for the benefit of creditors; or admission in writing by Tenant or any Guarantor of its inability to pay its debts when due.

SECTION 12.07. DEFAULT WITHOUT CURE. The occurrence of an Event of Default on three or more separate occasions during any twelve (12) month period, even though each such Event of Default may have been cured, shall be deemed to be an Event of Default without the ability in Tenant to cure the same.

SECTION 12.08. REMEDIES. On the occurrence of an Event of Default, Landlord shall have all available rights and remedies at law and in equity, including, but not limited to, exercise of any one or more of the following, without notice to Tenant or any Guarantor except as specifically provided in this section or as required by law:

(a) Re-enter the Premises, with judicial process, without terminating this Lease; remove Tenant and all other occupants and all property from the Premises, without liability for trespass, conversion, or loss or damage occasioned thereby; store all or any part of such property in a public warehouse or elsewhere, at the expense and for the account of Tenant; make such alterations and repairs as Landlord deems reasonably necessary to relet the Premises; and relet the Premises or any part thereof for such term or terms (which may extend beyond the Lease term), at such rental or rentals, and on such other terms and conditions as Landlord deems advisable; all without effecting an eviction or termination of this Lease or releasing Tenant from its liability for payment of all Rent and all other amounts required to be paid hereunder, together with all expenses and damages caused by Tenant's Event of Default, and interest on all of the foregoing at the rate provided for in Section 12.01.

(b) Elect to terminate this Lease and declare the Lease term ended, by giving written notice of such election to Tenant, and take any and all actions provided for in Section 12.08(a), all without releasing Tenant from its liability for all Rent and all other amounts required to be paid hereunder, and all expenses, damages and interest thereon.

(c) Exercise any other legal or equitable rights and remedies it may have under this Lease or under any provision of law.

SECTION 12.09. NO ELECTION OF REMEDIES. No re-entry or repossession of the Premises by Landlord shall be construed as an election to terminate this Lease unless Landlord gives written notice of termination to Tenant. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous Event of Default.

SECTION 12.10. DAMAGES. Landlord shall use commercially reasonable efforts to mitigate damages that may arise in connection with a default by Tenant. Tenant shall pay all reasonable costs, expenses and reasonable attorneys' fees incurred in enforcing Tenant's agreements under this Lease, including without limitation all costs, expenses and attorneys' fees incurred for proceedings for recovery of possession of the Premises, for recovery of Rent or any other amount due under this Lease, for storage and sale of any property in the Premises, for repair and reletting of the Premises, and all other damages caused Landlord by Tenant's default or Event of Default. If Landlord terminates this Lease by reason of any Event of Default, Landlord's damages shall include the amount, if any, by which the value, discounted to present value at the prime rate at the time of termination, at the time of such termination, of the Rent to be paid for the remainder of the Lease term exceeds the then reasonable rental value of the Premises for the remainder of the Lease term.

SECTION 12.11. APPLICATION OF MONEYS RECEIVED. All rentals and other sums received by Landlord from any reletting of the Premises or sale of any property in the Premises shall be applied, first, to the payment of any indebtedness other than Rent due from Tenant to Landlord, and interest thereon; second, to the payment of all costs and expenses of such reletting or sale, and interest thereon; third, to the payment of Rent and other amounts due hereunder, and interest thereon; and fourth, to the payment of all other damages caused Landlord by Tenant's default or Event of Default. If Landlord does not terminate this Lease, any residue of proceeds received shall be held by Landlord and applied in payment of future Rent as it becomes due; and if the rentals and other sums received from

such re-letting during any month are less than the amounts required to be paid by Tenant during the month, Tenant shall promptly, each month, pay the deficiency to Landlord.

ARTICLE 13. BANKRUPTCY OR INSOLVENCY

SECTION 13.01. 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 specifically provided by the Bankruptcy Code.

SECTION 13.02. PROCEEDINGS OTHER THAN BANKRUPTCY. Except as prohibited by the Bankruptcy Code, on the occurrence of any Event of Default described in Section 12.06(f), at Landlord's option this Lease and all rights of Tenant hereunder shall thereupon automatically terminate, and Tenant shall vacate and surrender the Premises but shall remain liable as provided herein.

ARTICLE 14. WAIVER BY TENANT

SECTION 14.01. WAIVER OF COUNTERCLAIMS AND JURY TRIAL. LANDLORD AND TENANT WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ALL MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY. TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS OR CLAIM OF SETOFF, RECOUPMENT OR DEDUCTION FOR RENT IN ANY SUMMARY PROCEEDING FOR NONPAYMENT OF RENT OR OTHER ACTION OR SUMMARY PROCEEDING BASED ON TERMINATION, HOLDOVER, OR DEFAULT IN WHICH LANDLORD SOLELY SEEKS REPOSSESSION OF THE PREMISES FROM TENANT. THE FOREGOING NOTWITHSTANDING, TENANT MAY ASSERT SUCH COUNTER-CLAIMS AS ARE REQUIRED BY COURT RULE TO BE ASSERTED IN SUCH PROCEEDINGS.

ARTICLE 15. ACCESS BY LANDLORD

SECTION 15.01. RIGHT OF ENTRY. Landlord and Landlord's agents shall have the right to enter the Premises during Tenant's business hours and at other such reasonable times with reasonable advance verbal or written notice to examine the same, to show them to prospective purchasers and mortgagees, and to make any repairs, alterations, improvements or additions as Landlord may deem necessary or desirable pursuant to the terms of this Lease, and Landlord shall be allowed to take all material into and upon said Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made by reason of loss or interruption of business of Tenant or otherwise, and, if Tenant fails to maintain any part of the Premises as required hereunder, to perform the work at Tenant's expense. Landlord may take all material into the Premises that may be required for the foregoing without such action constituting an eviction of Tenant in whole or in part. Rent shall not abate while such repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. Notwithstanding the foregoing, Landlord shall use reasonable commercial efforts to minimize any interference with Tenant's normal business operations.

SECTION 15.02. RIGHT TO SHOW PREMISES. For a period commencing twelve (12) months prior to the expiration of this Lease or any extension thereof, the Landlord may show the Premises to prospective tenants, using commercially reasonable efforts to be discreet. Tenant will be given reasonable notice before showings. For a period commencing six (6) months prior to the termination of this Lease or any extension thereof, Landlord may display about the Building and Common Areas signs advertising the availability of the Premises, which signs Tenant shall permit to remain thereon without molestation.

ARTICLE 16. RENEWAL OPTIONS AND HOLDING OVER

SECTION 16.01. RENEWAL TERMS. Provided Tenant is not in default under any of the terms or conditions of this Lease (beyond any applicable notice and cure periods) at the date Tenant gives notice of renewal, or at any time thereafter including the first day of the Renewal Term, Tenant will have the right and option to extend the Term

for the length of time described in Section B of the Fact Page (which shall be referred to as a "Renewal Term"). If the Option Length described in Section B of the Fact Page states "N/A", then Tenant has no right to extend the Term.

The Renewal Term will commence immediately on expiration of the Initial Term or then current Renewal Term on the same terms and conditions as provided in this Lease, other than Base Rent during the Renewal Term which shall be determined as provided in this Article 16. Base Rent during the Renewal Term shall be as set forth in Section C of the Fact Page, or, if undefined, shall be computed in accordance with Section 16.02. The right and option to extend the Term may only be exercised by written notice to Landlord given not later than nine (9) months before the expiration of the then current Term, provided Tenant is not in default under any of the terms or conditions of this Lease (beyond any applicable notice and cure periods) at the date Tenant gives notice of exercise of such right and option or at any time thereafter to and including the first day of the Renewal Term. Failure by Tenant to exercise such right and option timely and in accordance with the provisions of this Section shall be deemed a forfeiture Tenant's right and option to extend the Term (time being deemed of the essence hereof). Tenant expressly waives any oral right to renew or any claim for renewal based upon oral promises of Landlord or its agents.

SECTION 16.02. RENEWAL RATE.

(a) If not defined in Section C of the Fact Page, then the Base Rent for the Renewal Term shall be at Fair Market Rental Value, but in no event shall the Base Rent ever be less than the then current rental rate. The term "Fair Market Rental Value" shall mean the market rental value per annum for the Premises as of the date on which the same shall become effective, as agreed by Landlord and Tenant. If the parties are unable to reach agreement at least one hundred fifty (150) days prior to such date, the same shall be determined as set forth in (b) below.

(b) Either the Landlord or the Tenant (the "Initiating Party") shall initiate the proceedings for such determination by notice to the other. The parties shall, within ten (10) days of receipt of the notice by the other party (the "Responding Party"), attempt to agree upon a mutually acceptable MAI Appraiser willing to act in such determination. If the parties are unable to reach agreement on a mutually satisfactory MAI Appraiser, the Initiating Party shall, within five (5) days after the expiration of said 10-day period, designate the name and address of an MAI Appraiser willing to act in such determination. Within five (5) days after receipt by the Responding Party of such notice, the Responding Party shall, by notice to the Initiating Party, designate the name and address of another MAI Appraiser willing so to act. If the Responding Party shall fail, neglect or refuse within said 5-day period to designate another appraiser willing so to act, the appraiser designated by the Initiating Party shall alone conduct the appraisal. If two appraisers have been designated as aforesaid, such appraisers shall appoint an additional MAI Appraiser (the "Additional Appraiser") who is willing so to act, and notice of such designation shall be given to the Landlord and to the Tenant. The mutually approved appraiser or resulting board of appraisers shall, forthwith upon their appointment, determine the Fair Market Rental Value of the Premises. Landlord and Tenant shall each pay the cost of any appraiser it designated and shall share equally the cost of the Additional Appraiser or mutually approved appraiser. Any determination by the sole appraiser, if there be only one, or by a majority of the appraisers, shall be final and binding upon Landlord and Tenant, but if a majority of the appraisers are unable to agree upon a determination, the determination of the Additional Appraiser shall be conclusive of the Fair Market Rental Value of the Premises and binding upon the parties.

(c) If the Fair Market Rental Value has not been determined as of the date the same is to become effective, Tenant shall pay Base Rent at the rate in the last Lease Year of the immediately preceding term, plus five percent (5%) of such rate, until such determination is made. If the Fair Market Rental Value is subsequently determined to be more than paid by Tenant, Tenant shall pay the difference within ten (10) days of such determination. If the Fair Market Rental Value is subsequently determined to be less than paid by Tenant, Landlord shall pay the difference within ten (10) days of such determination.

SECTION 16.03. HOLDING OVER. Any holding over after the expiration of the Initial Term or the Renewal Term without exercise of Tenant's renewal option as provided herein (if available), shall be only with the written consent of Landlord, and shall constitute a tenancy from month-to-month only, for a monthly Base Rent equal to 125% of the monthly installments of Base Rent during the last Lease Year of the immediately preceding term, and shall otherwise be on the same terms and conditions specified herein, so far as applicable.

In the event of Tenant holding over after the expiration of this Lease, without written consent from Landlord, the tenancy shall be deemed a "tenancy at sufferance", and the monthly Base Rent shall be one hundred and fifty percent (150%) of the monthly Base Rent specified in Section 2.01 in addition to any other monies owed to Landlord. In addition, Tenant shall pay all damages, consequential and direct, if any, incurred by the Landlord on account of

such holding over. The provisions of this section, the acceptance of any Rent, or any act in apparent affirmance of tenancy (other than a written waiver) shall not be held as a waiver by Landlord of any right of reentry or any rights or remedies of Landlord provided in this Lease or at law or in equity.

ARTICLE 17. QUIET ENJOYMENT

SECTION 17.01. LANDLORD'S COVENANT. On Tenant's payment of all Rent and compliance with all covenants, terms and conditions of this Lease, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease term without hindrance or interruption by Landlord or any other person claiming by, through or under Landlord, subject, nevertheless, to the terms of this Lease and any leases and mortgages to which this Lease may be subordinate.

ARTICLE 18. SECURITY DEPOSIT

SECTION 18.01. SECURITY. Landlord acknowledges receipt of the security deposit, if any, as set forth in Section G of the Fact Page, to be retained by Landlord as security for the faithful performance of all Tenant's obligations under this Lease ("Security Deposit").

Landlord shall not be required to apply the Security Deposit to Rent or other delinquent amounts or to damages caused by Tenant's failure to perform any of its obligations, but may so apply the Security Deposit at its option. Landlord's right to possession of the Premises for non-payment of Rent or any other Event of Default shall not be affected by reason of the fact that Landlord holds the Security Deposit. The Security Deposit, if not applied toward the payment of Rent or other amounts payable hereunder or toward the payment of damages caused by Tenant's default, shall be returned to Tenant without interest after expiration of the Term, but not before Tenant has vacated the Premises and delivered possession to Landlord in the condition required by this Lease. If Landlord repossesses the Premises due to any Event of Default, Landlord may apply the Security Deposit upon all damages sustained to the date of repossession, and may retain the Security Deposit or any balance to apply upon such damages as may be sustained thereafter by reason of the default. Landlord shall not be required to keep the Security Deposit as a separate fund, but may commingle the Security Deposit with other funds.

ARTICLE 19. MISCELLANEOUS

SECTION 19.01. ENTIRE AGREEMENT. This Lease sets forth all the promises, agreements and understandings between Landlord and Tenant concerning the Premises. There are no promises, agreements or understandings, oral or written, between them other than as set forth herein. No alteration, amendment, change or addition to this Lease shall be binding unless in writing signed by Landlord and Tenant. Tenant expressly waives any right to rely on any promise, statement or commitment of Landlord which is not in writing signed by Landlord.

SECTION 19.02. SIGNATURE OF LEASE. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective only on signature and delivery by Landlord and Tenant.

SECTION 19.03. FORCE MAJEURE. If either party shall be delayed or prevented from performing any act required hereunder by reason of casualty events, acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other causes not within the control of nor due to the fault of the party delayed ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the time for the performance of such act shall be extended for a period equal to the period of the delay. The party entitled to such extension shall give written notice to the other party as soon as possible of its claim to such extension and the reason(s). The provisions of this section shall not excuse Tenant from prompt payment of Rent and all other amounts required by the terms of this Lease or affect Tenant's right to terminate under Sections 10.02 and 10.03.

SECTION 19.04. NOTICES. Any notice, demand, request, or other instrument required to be given under this Lease shall be in writing and sent by one of the following: (a) United States certified mail, return receipt requested, postage prepaid, or (b) recognized overnight courier, and shall be addressed (i) if to Landlord, as written in Section K of the Fact Page, or such other address as Landlord designates by written notice, and (ii) if to Tenant, as written in Section K of the Fact Page, or such other address as Tenant designates by written notice, and shall be effective when posted to the delivery service to be used, or (c) facsimile transmission, receipt confirmed or email, at the applicable

facsimile number or email address set forth in Section K of the Fact Page, provided said notice is also sent contemporaneously by United States first class mail, postage prepaid, addressed as set forth above.

SECTION 19.05. BROKERS. Except for the brokers listed in Section J of the Fact Page, each party represents and warrants to the other that there are no claims for brokerage commissions or finder's fees in connection with this Lease, and each party agrees to indemnify the other party and hold it harmless from all losses, costs, damages, expenses and liabilities arising from any such claim or from an alleged agreement or act by the indemnifying party (including, without limitation, the cost of attorneys' fees in connection therewith), such agreement to survive the expiration or earlier termination of this Lease. Landlord hereby acknowledges that it shall pay any brokerage fee to the broker shown in Section J of the Fact Page

SECTION 19.06. NO RECORDING. Tenant shall not record this Lease, but Tenant may record a memorandum thereof in form and substance reasonably acceptable to Landlord, which acceptance shall not be unreasonably withheld, conditioned or delayed.

SECTION 19.07. BINDING EFFECT. The provisions of this Lease and Guaranty shall be binding on the parties and their successors and assigns, shall be enforceable by the Landlord and its successors and assigns, and by Tenant and its permitted assigns, and shall survive the expiration of the Term. No rights shall inure to the benefit of any assignee of Tenant that is not permitted or to whom Landlord has not consented. If there is more than one Tenant or Guarantor, they shall be liable jointly and severally for payment of all Rent and other amounts and performance of all covenants, terms and provisions hereof.

SECTION 19.08. LIABILITY OF LANDLORD. If Landlord fails to perform any covenant, term or condition of this Lease to be performed by Landlord, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the interest of Landlord in the Building, and out of rents and any other income of Landlord therefrom, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's interest in the Building, and Landlord shall not be liable for any deficiency.

SECTION 19.09. APPLICABLE LAW.

(a) This Lease shall be construed according to the laws of the State of Michigan. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

(b) The captions in this Lease are inserted only as a matter of convenience and do not define, limit, or describe the scope or intent of the sections or articles.

SECTION 19.10. ESTOPPEL STATEMENT. Tenant agrees within fifteen (15) business days after request therefore by Landlord to complete and execute, in recordable form, Exhibit E, modified to the extent necessary to make it accurate, to the best of Tenant's ability and deliver to Landlord. Failure to execute and deliver to Landlord any such instrument within fifteen (15) business days of a written request therefor by Landlord shall be a default under this Lease. Landlord agrees within fifteen (15) business days after request therefore by Tenant to complete and execute a similar estoppel certificate, to the best of Landlord's ability, and deliver it to Tenant.

SECTION 19.11. ATTORNMEN. In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, Tenant shall attorn to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to, such successor in interest and recognizes such successor as Landlord under this Lease though any such instrument shall not be necessary to effectuate Tenant's agreement to attorn hereunder. Failure to execute and deliver to Landlord any such instrument within ten (10) business days of a written request therefor by Landlord shall be a default under this Lease. It is expressly agreed and understood that any such new owner shall not assume or be deemed to assume any liabilities of Landlord pursuant to this Lease or otherwise solely by virtue of such new owner's acceptance of title to all or a portion of the real estate and/or the Building of which the Premises are a part, acceptance of rental or otherwise.

SECTION 19.12. SUBORDINATION. Tenant's rights under this Lease are expressly subject to and subordinate, junior and inferior at all times to the lien of any mortgage now or hereafter placed on the real estate and/or the Building of which the Premises are a part, and to all advances made or hereafter made upon the security thereof; provided, however, that so long as Tenant faithfully meets its obligations under this Lease, including the

payment of Rent, to such parties as may be legally entitled to receive the same, then this Lease shall continue in full force and effect and Tenant's occupancy shall not be affected or impaired as a result of the subordination of this Lease to any mortgage. At the request of Landlord, Tenant shall execute and deliver such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages, containing such terms as Landlord shall reasonably require, within fifteen (15) business days of such request, though any such instrument shall not be necessary to effectuate Tenant's agreement to attorn hereunder. Failure of Tenant to execute and deliver to Landlord any such instrument within fifteen (15) business days of written request therefor shall be a default under this Lease. Simultaneous with the execution of this Lease, Tenant shall execute and deliver to Landlord a Subordination, Nondisturbance and Attornment Agreement ("SNDA") and an Estoppel Agreement, each in the form attached hereto as Exhibit L. Landlord shall, within thirty (30) days of the Signature Date, deliver to Tenant a copy of the SNDA executed by Landlord's current mortgagee of the real property of which the Premises are a part. If Landlord fails to do so, then Tenant may terminate this Lease. Tenant's obligations to subordinate its rights under this Lease to any future mortgage shall be conditioned upon its receipt of a reasonable and customary Nondisturbance Agreement from any such mortgagee at that time.

SECTION 19.13. CERTAIN RIGHTS OF LANDLORD WITH RESPECT TO THE LAND. Landlord shall have the right, without the consent of Tenant, to grant to adjacent land owners, including Landlord, at any time and from time to time during the Lease, as extended, easements and rights of ingress, egress and common use and enjoyment with respect to the roads, walks unimproved portions of the land, water, sewage, telephone, gas and electricity lines, and Landlord may at any time and from time to time grant easements, public and private, for such purposes to itself and to others, and relocate any easements now or hereafter affecting the land, so long as same does not adversely affect Tenant's use of the Premises or materially interfere with Tenant's abilities to conduct its business on a day to day basis or materially restrict or reduce visibility of the Premises, access to the Premises or parking for the Premises.

SECTION 19.14. SUBSTITUTE PREMISES. [Intentionally Deleted.]

SECTION 19.15. HAZARDOUS MATERIALS.

(a) For purposes of this Lease, "hazardous materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation asbestos containing materials, PCB's, CFC's, or substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §~ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §~ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §~ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning hazardous materials, waste or substances now or at any time hereafter regulated by any such statute, law, ordinance, code, rule, regulation, order or decree (collectively, "hazardous materials laws").

(b) Tenant will not cause or permit the storage, use generation, release or disposition of any hazardous materials in, on, or about the Premises or the Building by Tenant, its agents, employees or contractors in violation of hazardous materials laws. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Building to be contaminated by any hazardous materials in violation of any hazardous materials laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any hazardous materials laws relating to any hazardous materials affecting the Premises, and (2) all claims made or threatened by any third party against Tenant, Landlord, the Premises or the Building relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any hazardous materials in, on, or about the Premises.

(c) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs expenses, damages, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligation in Section 19.15 Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Building to their condition existing prior to the appearance of Tenant's hazardous

materials on the Premises. Tenant's obligations under this Section 19.15 will survive the expiration or other termination of this Lease.

(d) Notwithstanding any other provision in this Lease to the contrary, Tenant shall not be responsible for any liability, expense, charge or other obligation for hazardous materials in existence at, on, in or under the Premises as of the Commencement Date or subsequently brought onto the Premises by Landlord or its authorized representatives or any other adjacent owner or occupant.

SECTION 19.16. JANITORIAL SERVICES. Notwithstanding anything to the contrary contained herein Landlord provides no janitorial services.

SECTION 19.17 OPERATION OF BUSINESS.

(a) Tenant agrees to operate one hundred percent (100%) of the Premises during its normal business hours during the entire term of this Lease unless prevented from doing so because of Force Majeure or due to temporary closures for renovations or alterations. Tenant shall conduct its business at all times in a high class and reputable manner, maintaining at all times a full staff of employees.

(b) Tenant, at Tenant's sole cost and expense, shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Premises and the cleanliness, safety, occupancy, alteration and use of same, including but not limited to the Americans with Disabilities Act of 1990 and the Clean Air Act.

(c) Unless authorized or directed by court order, no auction, liquidation, lost our lease, going out of business, fire or bankruptcy sales may be conducted in the Premises. Tenant agrees that it will conduct its business in the Premises in a lawful manner and in good faith, and will not do any act tending to injure the reputation of the Building. Tenant shall not permit noise or odors in the Premises which are objected to by any tenant or occupant of the Building and upon written notice from Landlord, Tenant shall immediately cease and desist from causing such noise or odor, and failing of which Landlord may deem the same a material breach of this Lease. Customary restaurant odors associated with the permitted Use of the Premises shall not be subject to the preceding sentence. Upon written notice from Landlord, Tenant shall immediately cease displaying merchandise and/or advertising which Landlord finds objectionable. Tenant shall not permit the operation of any vending machines, pinball machines, video games or other amusement devices, or pay telephones on the Premises without Landlord's consent, same not to be unreasonably withheld. Tenant shall not use the areas adjacent to the Premises for business purposes. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, trash and garbage shall be made only by way of the areas provided therefore by Landlord. No radio or television or other similar device shall be installed exterior to the Premises and no aerial shall be erected on the roof or exterior walls of the Building. No merchandise or other obstruction shall be placed or permitted on the walks immediately adjoining the Premises. Landlord may direct the use of all pest extermination and scavenger contractors at such intervals as Landlord may require.

SECTION 19.18. RULES AND REGULATIONS. Tenant agrees to comply with and observe all of the Rules and Regulations established by Landlord, detailed in Exhibit J attached hereto, and as reasonably amended by Landlord from time to time, when it is deemed necessary, desirable or proper, in Landlord's reasonable judgment, for its best interest or for the best interest of the tenants, provided the same shall apply uniformly to all tenants of the Building and shall not be inconsistent with the terms and conditions of this Lease. Tenant's failure to keep and observe said rules and regulations for more than fifteen (15) days after written notice to Tenant specifying the nature of such failure shall constitute an Event of Default.

SECTION 19.19. CONFIDENTIALITY. Except when disclosure is required by law, the parties agree (and shall instruct their partners, officers, directors, employees, agents and other persons to who disclosure is made) to keep strictly confidential all information relating to this Lease that is not otherwise available to the public, whether furnished by one to the other or in any way acquired by either party during the Term, unless otherwise agreed in writing by the parties hereto except pursuant to an order of a court of competent jurisdiction; provided, however, that each party may disclose the terms hereof to its attorneys, its lenders or prospective lenders or its accountants who audit its financial statements or prepare its tax returns, to any prospective transferee of all or any portions of its interests hereunder, to any governmental entity, agency or person to whom disclosure is required by applicable law or regulation and in connection with any action brought to enforce the terms of this Lease, on account of the breach or alleged breach hereof or to seek a judicial determination of the rights or obligations of the parties hereunder. Release

of confidential information shall be permitted so long as the information is not submitted to a known competitor of either of the parties hereto, and the recipient agrees to be bound by the confidentiality requirements herein.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

**EXHIBIT A – LOCATION OF PREMISES
AND
EXHIBIT B – FLOOR PLAN OF PREMISES**

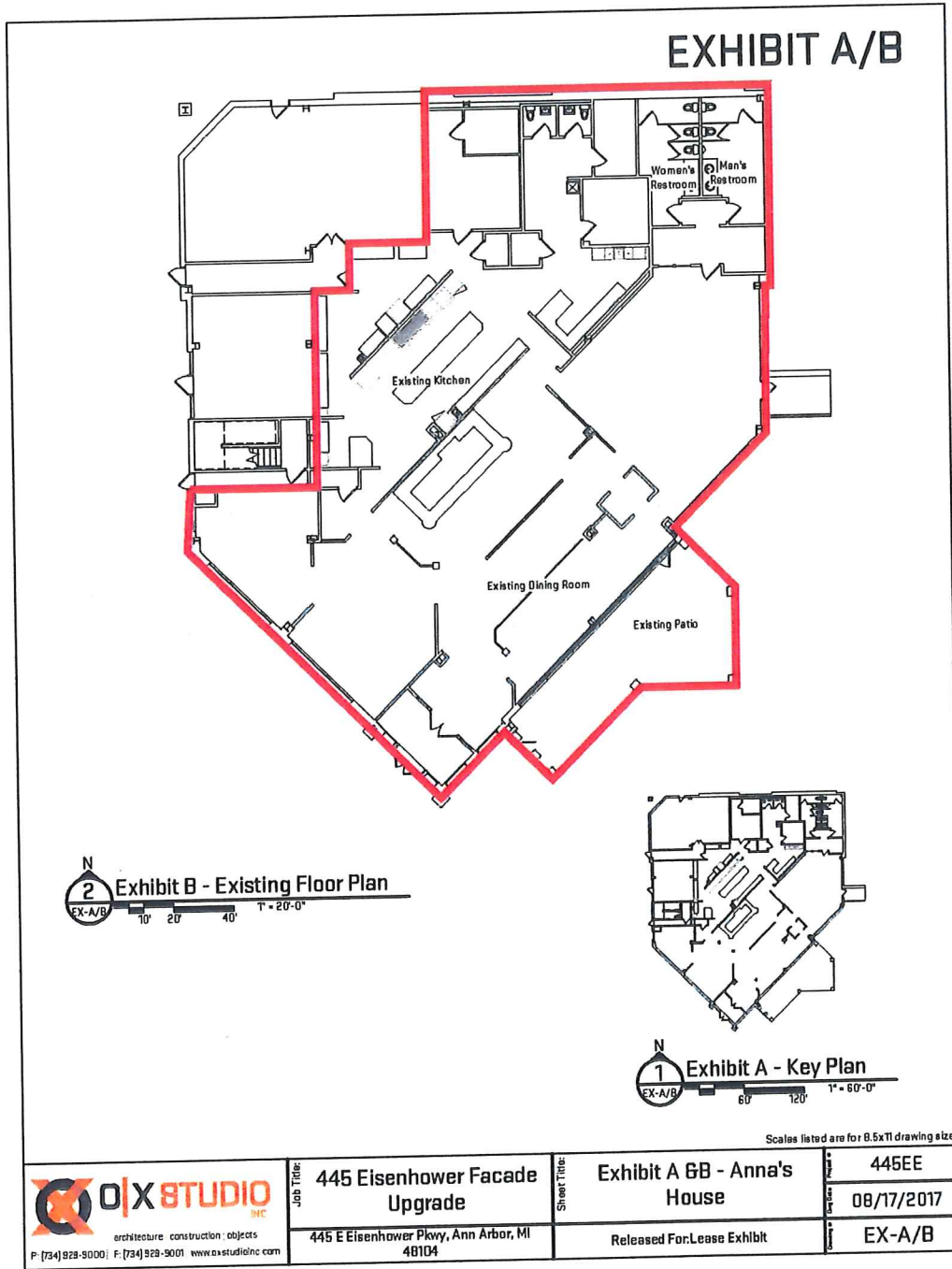


EXHIBIT C - LANDLORD'S WORK

EXHIBIT C



1 Exhibit C - Southwest Exterior View
EX-C1

Refurbishment Notes:

- 1A. Existing built-out columns to have any rotted wood replaced and painted.
- 1B. Faux column enclosures in front of two story storefront to be demolished.
- 2A. Any cornice wood trimwork that is rotted will be patched, repaired, and painted.
- 2B. Cornice trimwork and flashing in front of storefront to be demolished.
- 3. Sheet metal flashing to be patched and repaired as needed.
- 4. Neon tubing around entry to be removed.
- 5. Front entry doors to be repaired and painted.
- 6. Brick to be painted.
- 7. Deck post enclosures to be repaired and painted. Decorative post caps to be demolished. Light posts to be demolished.

Scales listed are for 8.5x11 drawing size.


 <p>OX STUDIO INC architecture construction e ects P (734) 929-9000 F (734) 929-5001 www.oxstudioinc.com</p>	Job Title: 445 Eisenhower Facade Upgrade 445 E Eisenhower Pkwy, Ann Arbor, MI 48104	Sheet Title: Exhibit C - Anna's House Exterior Released For: Lease Exhibit	Project #: 445EE Date: 08/17/2017 Exhibit #: EX-C1
	Scales listed are for 8.5x11 drawing size.		

EXHIBIT C - LANDLORD'S WORK (cont.)

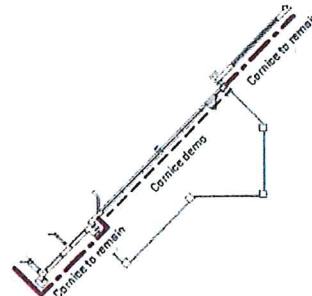
EXHIBIT C



3 Exhibit C - Southeast Exterior View
EX-C2



2 Exhibit C - Southeast Deck View
EX-C2



1 Exhibit C - Demo Plan Diagram
EX-C2

Refurbishment Notes:

- 1A. Existing built-out columns to have any rotted wood replaced and painted.
- 1B. Faux column enclosures in front of two story storefront to be demolished.
- 2A. Any cornice wood trimwork that is rotted will be patched, repaired, and painted.
- 2B. Cornice, trimwork and flashing in front of storefront to be demolished.
- 3. Sheet metal flashing to be patched and repaired as needed.
- 4. Neon tubing around entry to be removed.
- 5. Front entry doors to be repaired and painted.
- 6. Brick to be painted.
- 7. Deck post enclosures to be repaired and painted. Decorative post caps to be demolished. Light posts to be demolished.

Scales listed are for 8.5x11 drawing size.


 architecture construction objects P: (734) 929-9000 F: (734) 929-9001 www.oxstudioinc.com	Job Title: 445 Eisenhower Facade Upgrade	Sheet Title: Exhibit C - Anna's House Exterior	445EE
	445 E Eisenhower Pkwy, Ann Arbor, MI 48104	Released For: Lease Exhibit	08/17/2017 EX-C2

EXHIBIT C-1 - CRITERIA FOR LANDLORD'S WORK

NONE

EXHIBIT D - TENANT'S WORK

(Description and Plans)

TO BE INSERTED

EXHIBIT E - COMMENCEMENT DATE AND ESTOPPEL LETTER

This Commencement Date and Estoppel Letter is entered into by Landlord and Tenant pursuant to Section 19.10 of the Lease.

I. DEFINITIONS. In this certificate the following terms have the meanings given to them:

- (a) Landlord:
- (b) Tenant:
- (c) Lease: Lease dated _____ between Landlord and Tenant.
- (d) Address of Premises: _____

Estimated expenses are as follows:

Taxes:

Insurance:

Common Area:

Utilities: Electric

Utilities: Gas

Utilities: Water

2. Tenant accepted possession of the Premises as provided in the Lease on _____.

3. Landlord and Tenant confirm that the Rental Commencement Date of the Lease is _____, and the Expiration Date is _____ and that Section B of the Fact Page is accordingly amended.

4. The Improvements required to be furnished by the Landlord in accordance with Exhibit C (if any) have been furnished to the satisfaction of Tenant (subject to any corrective work or punch-list items submitted previously to Landlord).

5. All terms and conditions to be performed by Landlord under the Lease have been satisfied and on this date there are no existing defenses or offsets which Tenant has against the full enforcement of the Lease by Landlord.

6. The Lease is in full force and effect and has not been modified, altered, or amended, except as follows:

7. There are no setoffs or credits against Rent, and no Security Deposit or prepaid Rent has been paid except as provided by the Lease.

Landlord and Tenant have executed this Commencement Date and Estoppel Certificate as of the dates set forth below.

Tenant:	Landlord:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT F

GUARANTY

Intentionally Deleted.

EXHIBIT G - JANITORIAL SERVICES

NONE

EXHIBIT H - SIGNAGE

Tenant may install signage and/or awning at the Premises, not to go above ground floor level, subject to Landlord's prior written approval and consent, which shall not be unreasonably withheld or delayed. It shall be deemed to be unreasonable if Landlord fails to approve signage that is professionally prepared, lawfully permitted that is consistent with the proposed signage plans attached hereto as Exhibit H-1 and H-2. All sign and awning installation is subject to approval by whatever authority has jurisdiction over such signage, and also subject to Landlord's reasonable discretion with respect to aesthetic considerations; such considerations preclude design features such as neon, strobe, LED solid, scrolling, or text-programmable signs whether or not permissible by building ordinance. Tenant shall have the right to install its exterior signs on the tower as depicted on Exhibit H-1 and the right to install its panels on the monument sign depicted on Exhibit H-2.

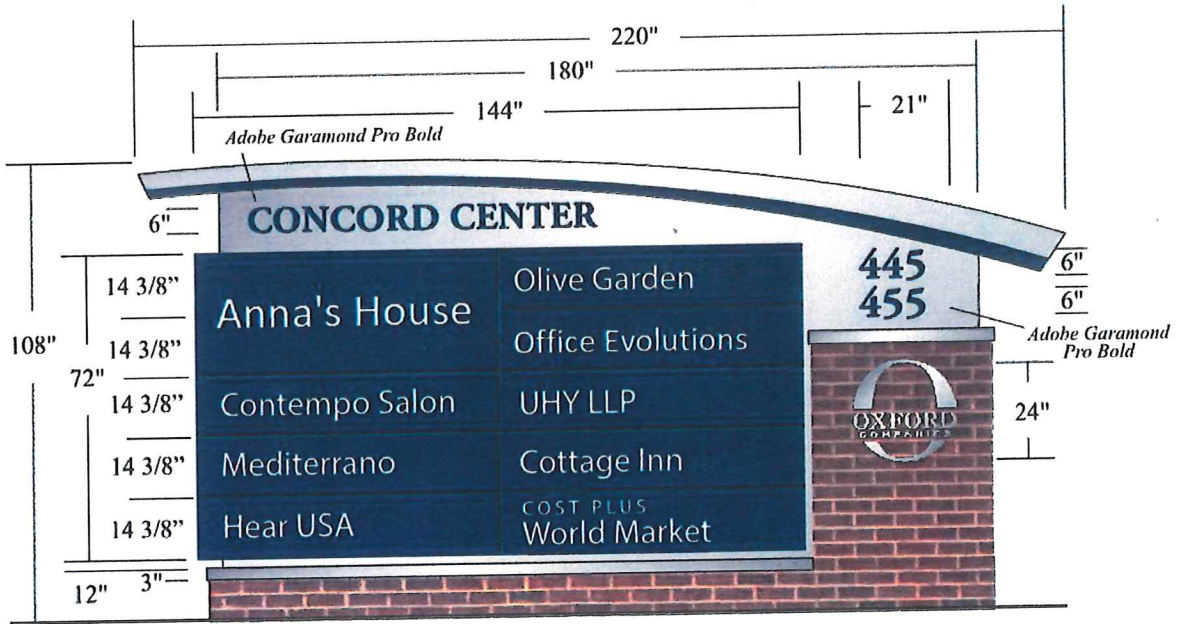
EXHIBIT H - 1

Exterior Tower Signage



EXHIBIT H - 2

Exterior Tower Signage



ELEVATION

EXHIBIT I - ACKNOWLEDGMENT OF POSSESSION

_____ ("Tenant") hereby acknowledges that _____
("Landlord") has delivered possession of _____ [address and suite], Ann
Arbor, Michigan 48108 pursuant to a Lease dated _____, 20____ ("Lease"). [The
following applied only if Landlord is required to perform Landlord's Work under the Lease] Tenant acknowledges
that Landlord's Work is substantially complete as defined in the Lease.

Signature

Print Name

Date

Landlord Representative

EXHIBIT J - RULES AND REGULATIONS

(a) In the event that Premises should be vacated or abandoned during the Lease term, Landlord or agents of Landlord may enter therein and take possession thereof, breaking open locks and doors necessary to effect entrance, and, at Landlord's option, may relet said Premises.

(b) All goods and property stored or kept in or on the Premises shall be at the risk of Tenant, and Landlord shall not be responsible for any theft, loss, damage or destruction thereof or thereto.

(c) The sidewalks, entrances, courts, elevators (if any), vestibules (if any), stairways (if any), corridors (if any), or halls (if any), shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress or egress to and from the Premises.

(d) The water and wash closets and other plumbing fixtures shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors, or licensees, shall have caused the same.

(e) No bicycle or other vehicle, and no dog or other animal shall be allowed in offices, halls, corridors, or elsewhere in the Building, except for handicap assisting animals.

(f) Tenant shall not cause or permit unusual or objectionable odor to be produced upon or to permeate from the Premises, including duplicating or printing equipment producing noxious fumes. Tenant shall not disturb occupants of the Building or neighboring buildings or premises by the use of any musical instruments, loudspeaker, radio, television, or by any unseemly or disturbing noise that can be heard beyond the Premises.

(g) No Tenant shall throw anything out of the door, windows (if any), or down passageways (if any) or elevator shafts (if any).

(h) All loading, unloading, receiving of delivery goods, supplies, or disposal of garbage or refuse shall be made only through entry ways provided for such purposes and indicated by Landlord.

(i) Tenant is not permitted to use any part of the Building or the Common Areas for manufacturing, storage, or sale of merchandise, or property of any kind; or for lodging or sleeping, or for any immoral or illegal purpose.

(j) All safes, equipment or other heavy articles shall be carried in or out of the Premises only at such time and in such manner as shall be prescribed in writing by Landlord, and Landlord shall in all cases have the right to specify the proper position of any such safe, equipment or other heavy article, which shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building, or to the other tenants or occupants of the Building. Tenant shall be responsible for any damage to the Building or the property of its tenants or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use of moving of such articles.

(k) Each Tenant must, upon the termination of his tenancy, restore to the Landlord all keys of stores, offices, and toilet rooms, either furnished to or otherwise procured by such Tenant and in the event of the loss of any keys furnished, such Tenant shall pay to the Landlord the cost thereof.

(l) Vending machines in any Common Area of the Building will not be permitted to be installed by anyone but the Landlord. If Landlord permits the installation of other vending machines, they will be installed by the same company that the Landlord has under contract and under the same terms and conditions of said contract between the Landlord and the vending machine company.

(m) No Tenant shall do any cooking, or conduct any restaurant, luncheonette or catering business on the Premises, except as expressly permitted by the Use provision of this Lease, and then only in accordance with all applicable laws, codes and ordinances.

(n) Intentionally omitted.

(o) Canvassing, soliciting and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.

(p) No hand trucks except those equipped with rubber tires and side guards shall be used in any space, or in public halls of the Building, either by Tenant, its employees, subcontractors, agents or invitees.

(q) Without Landlord's prior consent and providing Landlord with keys or access codes and cards thereto, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall not make or permit to be made any keys for any door to the Premises or the Building other than those provided by Landlord, and if more than two keys for one lock are desired by Tenant, Landlord may provide the same upon payment by Tenant. Tenant shall, upon the termination of this tenancy, provide Landlord with all access codes and keys, and return to Landlord all keys furnished to Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

(r) No sign, logo, artwork, advertisement or notice shall be inscribed, painted, affixed or displayed on any part of the outside or the inside of the Building except on the directories and the doors of offices, and then only in such place, number, size, color and style as is approved by Landlord. Tenant shall not place anything or allow anything to be placed in the Premises or on any glass line, window, door, partition, or wall in the Premises or the Building, which may be viewed from any Common Area in the Building or from outside of the Building, and which, in Landlord's judgment, appears offensive or unsightly. If any such sign, advertisement, notice or other item is placed on or exhibited without Landlord's approval, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord for such removal. Any such permitted use, including directories and nameplates, shall be at the sole expense and cost of Tenant.

EXHIBIT K

PROHIBITED USE

The following are exclusives use provisions contained in the lease of existing tenants, which Tenant shall not violate. Landlord may enforce the exclusive use provisions, in its sole discretion.

Cottage Inn:

In no event shall any pizza be sold in the office or adjacent buildings as hereinafter stated in the addendum. Cottage Inn will have an exclusive on the specific sale of pizza for the entire Concord Center Project. In no event shall any Tenant be permitted to sell pizzas, except Olive Garden.

HearUSA:

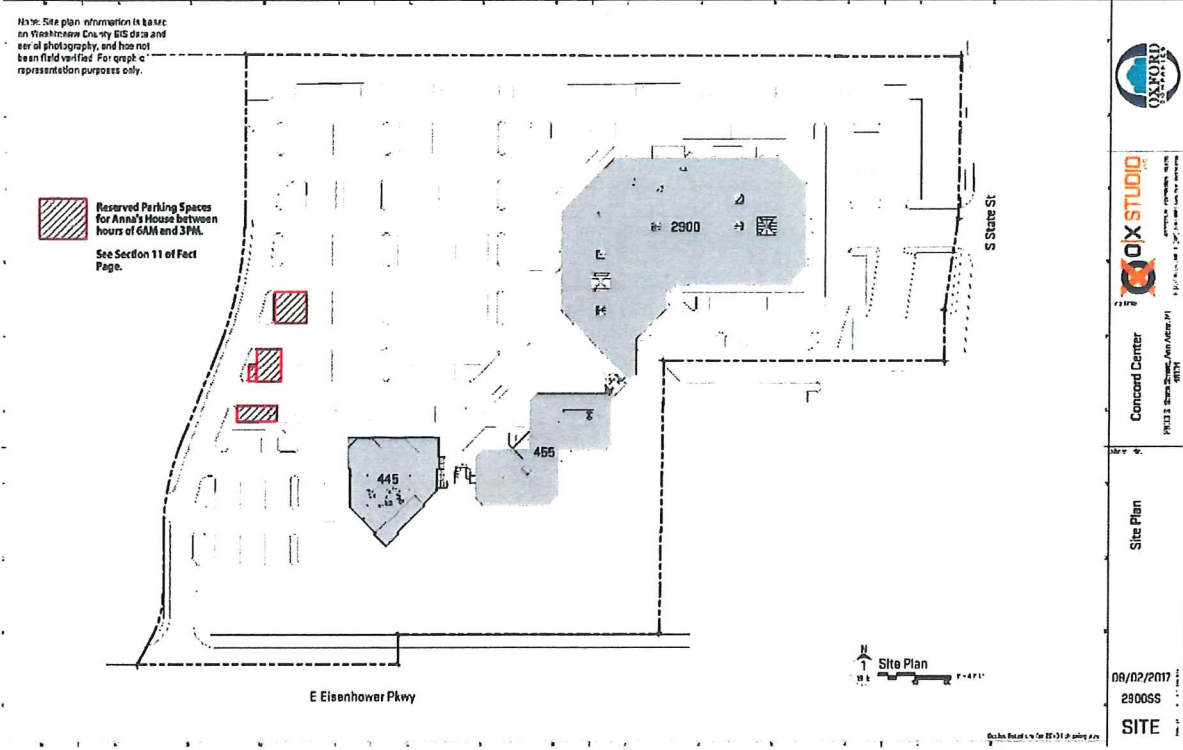
Landlord shall not enter into any new leases with other new tenants for storefronts in the Building located at 2900 South State Street, Ann Arbor, Michigan, which lease would permit as a principal business (principal business being defined as deriving more than thirty percent (30%) of its gross sales from said principal use) the sale or servicing of hearing aids, hearing amplification devices, and providing hearing diagnosis and testing services (including any technical evolutions of such products and services).

EXHIBIT L
SNDA AND ESTOPPEL FORMS

TO BE INSERTED

EXHIBIT M

Reserved Parking



**RESTATED OPERATING AGREEMENT
OF
ANNA'S HOUSE ANN ARBOR LLC**

A Michigan Limited Liability Company

THIS OPERATING AGREEMENT OF ANNA'S HOUSE ANN ARBOR LLC (this "Operating Agreement") is made and entered into on this 11/26/2025, by **JOSHUA BECKETT** (the "Member"), the sole member of **ANNA'S HOUSE ANN ARBOR LLC**, a Michigan limited liability company (the "Company"), but shall be effective as of the date on which the Articles of Organization for the Company, were filed with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division.

RECITALS:

A. The Member has caused a limited liability company, known as **ANNA'S HOUSE ANN ARBOR LLC**, to be formed under the laws of the State of Michigan, by filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division.

B. The Member desires to set forth in this Operating Agreement his desires with respect to the constitution and operation of the Company as a Michigan limited liability company.

NOW, THEREFORE, for and in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Member agrees as follows:

**ARTICLE 1
ORGANIZATION**

1.1 Formation. The Company has been organized as a Michigan limited liability company pursuant to the Michigan Limited Liability Company Act, 1993 PA 23 as amended, (the "Act"), by the filing of Articles of Organization ("Articles") as required by the Act.

1.2 Name. The name of the Company is **ANNA'S HOUSE ANN ARBOR LLC**. The Company may also conduct its business under one or more assumed names.

1.3 Purpose. The purpose of the Company is to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

1.4 Duration. The Company shall continue in existence for the period fixed in the Articles for the duration of the Company or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

1.5 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company (as such terms are defined in the Act) shall be as designated in Articles. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

1.6 Principal Place of Business. The Company's initial principal place of business shall be located at 445 E Eisenhower Pkwy #1, Ann Arbor, MI 48108. The Company may establish additional places of business, and may change the location of its principal place of business or any additional place of business, as the Member deems appropriate.

1.7 Organizer. The Member hereby acknowledges that at the time the Articles of Organization of the Company were executed and filed with the with the Corporations Division of the Michigan Department of Licensing and Regulatory affairs, the organizer was serving as the lawfully appointed organizer of the Company. The Member hereby ratifies the execution and filing of such document.

ARTICLE 2 MEMBERSHIP INTEREST AND CAPITAL ACCOUNT

The Member owns one hundred percent (100%) of the Company's *Membership Interest* (as defined in the Act) and the Company shall maintain a capital account for such Member in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv) and shall be interpreted and applied to comply with this Treasury Regulation. The Company shall make any adjustments to the capital account that may be necessary or appropriate to comply with the Treasury Regulation. The Member has contributed \$500 to the Company as his initial capital contributions.

ARTICLE 3 ADMINISTRATIVE PROVISIONS

3.1 Books of Account. At all times during the continuance of the Company, the Company shall keep, or cause to be kept, full and true books of account reflecting each of the Company's transactions.

3.2 Fiscal Year. The Company's fiscal year shall be the calendar year.

3.3 Bank Accounts. One or more Company bank accounts may be established, and checks issued on these accounts shall be signed as designated by the Member.

**ARTICLE 4
MANAGEMENT**

The business and affairs of the Company shall be managed by its Member(s).

**ARTICLE 5
MEMBER LIABILITY AND INDEMNIFICATION**

The Member shall not have any personal liability whatsoever to the Company or creditors for any of the Company's debts, liabilities, or obligations except as expressly provided in this Operating Agreement or under the Act.

**ARTICLE 6
DISSOLUTION**

The Company shall be dissolved on the occurrence of either of the following events: (i) the arrival of the termination date specified in Section 1.4; and (ii) the vote of the Member to dissolve the Company.

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Governance under the Act. To the extent that the operations of the Company are not covered by this Operating Agreement, the provisions of the Act shall control.

7.2 Interpretation. Where appropriate in this Operating Agreement, words used in the singular shall include the plural, and words used in the masculine or feminine shall include the masculine, feminine, and neuter.

7.3 Governing Law. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Michigan notwithstanding that any party is or may later become domiciled in a different state or jurisdiction.

7.4 Counterparts and Facsimile Signatures. This Operating Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Copies (whether facsimile, photostatic or otherwise) of signatures to this Operating Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

[Signatures on Following Page]

The undersigned has signed this Operating Agreement effective on the date listed on the first page of this Operating Agreement.

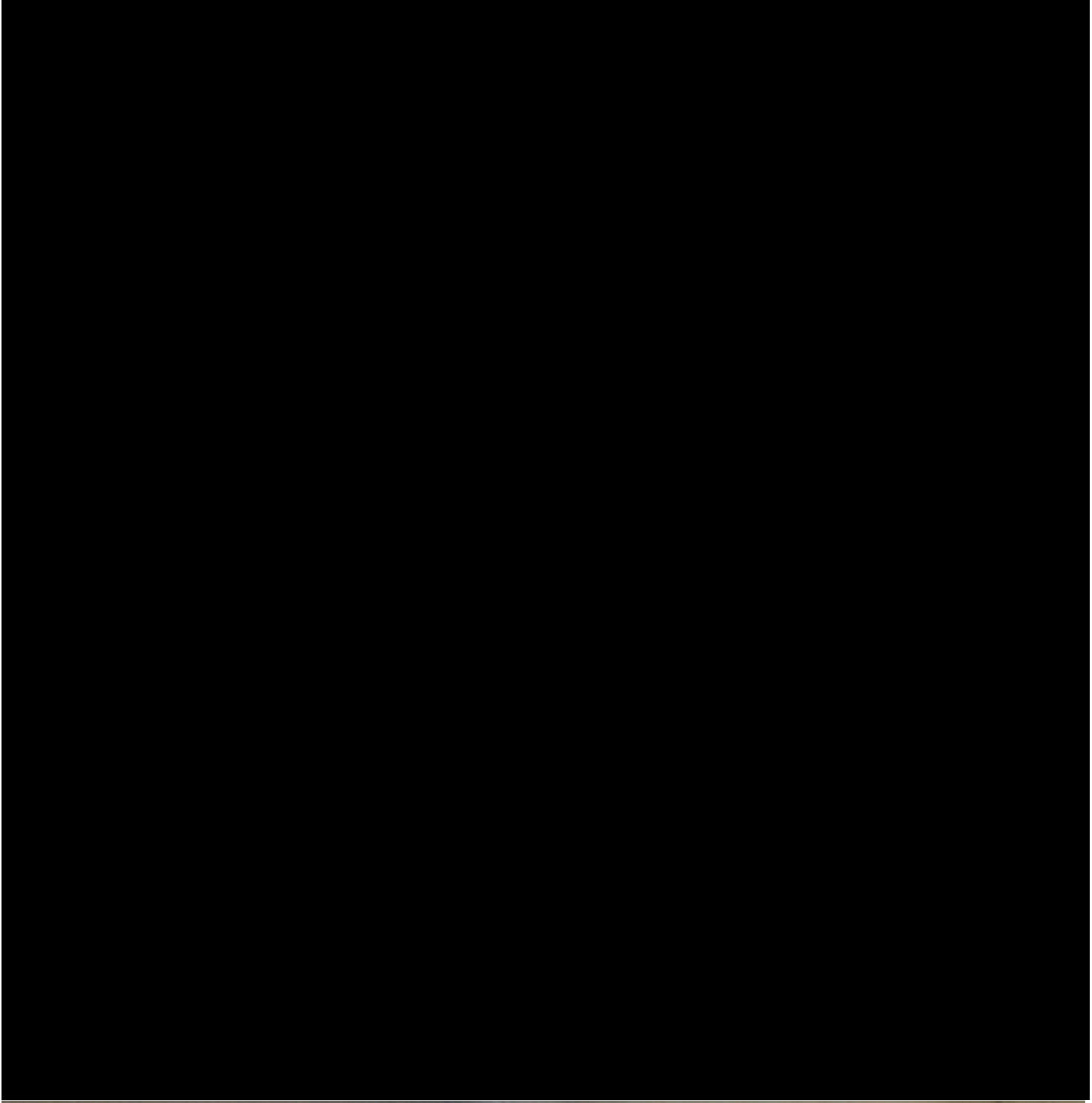
SOLE MEMBER:

DocuSigned by:



EC8C6881553E446...

JOSHUA BECKETT



PAYMENT DATE
05/13/2026
COLLECTION STATION
Clerk-Front Counter Printer
RECEIVED FROM
Anna's House
DESCRIPTION
Anna's House Liquor app fee

City of Ann Arbor
301 E. Huron
PO Box 8647
Ann Arbor, MI 48107
(734) 794-6320

BATCH NO.
2026-00004807
RECEIPT NO.
2026-00024669
CASHIER
Marin Iancu

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT						
CLERK18	LIQUOR-Application Fee-New Anna's House	\$150.00						
<p>Payments:</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Type</th> <th style="text-align: left;">Detail</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>Check</td> <td>55294887152</td> <td style="text-align: right;">\$150.00</td> </tr> </tbody> </table>	Type	Detail	Amount	Check	55294887152	\$150.00	
	Type	Detail	Amount					
Check	55294887152	\$150.00						
	Total Amount:	\$150.00						

Customer Copy