

SL Alliance LLC
Li An Yu, Member



City of Ann Arbor
C/O City Clerk
301 E Huron St
Ann Arbor, MI 48104

ANN ARBOR
CITY CLERK

AUG 08 17

TIME: _____

August 02, 2017

Dear City of Ann Arbor,

Attached to this letter is our application for a Redevelopment Liquor License with required attachments and documentation, located at 413 E Huron St, Ann Arbor, MI 48104. Please feel free to contact me with any questions or if there are other items you might need to process our application. Thank you for your time and service.

Warm Regards,

A handwritten signature in black ink, appearing to be 'Li An Yu', written in a cursive style.

Li An Yu



DEVELOPMENT DISTRICT LIQUOR LICENSES FACT SHEET

Public Act 501 of 2006 amended the Michigan Liquor Control Code, effective December 29, 2006, to allow the Liquor Control Commission (MLCC) to issue public on-premises licenses, in addition to the population-based quota licenses allowed under the Code, to businesses engaged in activities related to dining, entertainment, and recreation, and located in city development districts.

The City Council of Ann Arbor adopted Resolution R-08-024 on February 4, 2008 establishing the Ann Arbor Downtown Development District as a development district for liquor licensing in accordance with the requirements of Public Act 501 of 2006 and the MLCC. The City of Ann Arbor has filed all required documentation for the certification of the development district by the MLCC (certified copy of Resolution R-08-024, the required map reflecting and outlining the designated development district within the boundaries of the City, and an affidavit from the City Assessor, certified by the City Clerk, stating the total amount of investment in real and personal property within the development district during the preceding five years.) and been advised that it has met the monetary threshold for 807 licenses.

To receive a Development District Liquor License an applicant must be approved by the City and the MLCC. An application for a license will not be authorized for investigation until the MLCC has received a City resolution which approves the applicant at a specific location "above all others."

Applicants must complete a City application and file it with the City Clerk with all required supplemental documentation and the City application fee. Application fees are established by resolution of City Council and the application package can be obtained from the City Clerk's office. The City will review the application and make a determination as to whether the applicant is approved "above all others" at the designed premises. The City may make investigations it considers proper in connection with the approval process or as required by City ordinances.

Upon receipt of the documentation from the City, and all necessary MLCC application forms, other required documents and inspection fees, the application will be authorized for investigation by the MLCC. The initial enhanced license fee for development district licenses is \$20,000.

Applicants for development district licenses must demonstrate, at the time of the investigation by the MLCC, that:

- The amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than \$75,000 over a period of the preceding five years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license.
- That the licensed business is engaging in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 25 persons.

Individuals considering applying for a development district liquor license should be aware of the following restrictions.

- ☑ A licensee may transfer ownership of the license; however, this type of license may not be transferred to another location.
- ☑ If the licensee goes out of business, the licensee must surrender the license to the MLCC. The City may approve another applicant within the development district to replace the licensee who has surrendered the license to the MLCC.
- ☑ The applicant must state and demonstrate that an attempt to secure an appropriate on-premises escrowed license or quota license which may be available within the city in which the applicant proposes to operate.

This fact sheet has been prepared for informational purposes only. Individuals considering applying for a development district liquor license are advised to contact a lawyer for advice on the application process. General informational inquiries can also be directed to the Michigan Liquor Control Commission.

Effective Date: April 30, 2008

Prepared by: City of Ann Arbor, City Attorney's Office



CITY OF ANN ARBOR REDEVELOPMENT LIQUOR LICENSE PRE-APPLICATION QUESTIONNAIRE

Instructions to Applicants: If you are applying for a City of Ann Arbor Development District License, within the Downtown Development Authority Area (see map), this form must be completed prior to filling out the City of Ann Arbor New Liquor License Application Form. The new application form will not be accepted without a completed pre-application questionnaire. **Please include copies of two pieces of personal identification.**

Please indicate, by checking YES or NO, if your establishment meets the following criteria.

1. Is the business to be licensed within the geographic boundaries of the City of Ann Arbor Downtown Development Authority District? **Yes** **No** (Please indicate proposed location on the attached map.)

Complete name and address of business to be licensed SL Alliance LLC
Personal Property ID (for existing businesses) _____

2. Applicants for development district licenses, must demonstrate to City of Ann Arbor and the Michigan Liquor Control Commission (MLCC), at the time of investigation, that the amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than \$75,000 over a period of the preceding five years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license. At the time of application, can your business demonstrate this requirement?
 Yes **No** (Please attach supporting financial information for verification.)
3. Will the licensed business engage in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 25 persons? **Yes** **No** (Please attach current or proposed floor plan that supports seating capacity.)
4. Will the licensed business generate 50% or more of its revenue from food and non-alcoholic drink sales? **Yes** **No**
5. What type of on-premise sales are you interested in applying for? Check all that apply. (Checking the boxes does not guarantee award of any or all categories.)
 Beer **Wine** **Spirits (hard liquor)**
6. Please describe (on an attached sheet) how your business will do the following, if issued a license:
- Prevent deterioration in the DDA district and promote economic growth by:
 - creating new employment opportunities
 - adding new tax value through the purchase of new equipment and/or building improvements
 - Represents a desired land use as determined by the City's area master plan and zoning requirements.
 - Contribute to the mix of dining/drinking, entertainment and recreational existing establishments (describe unique characteristics)



Signature of Applicant

Date

Li An Yu

Printed Name

If any of the above questions have been answered NO, the applicant is not eligible to apply for a Development District License as designated under Michigan State Law (Public Act 501 of 2006). Applicants that cannot meet the minimum criteria will not be considered by the City of Ann Arbor. Do NOT fill out an application.

If all of the above questions have been answered YES, the applicant is eligible to apply for a Development District License. The next step in the application process is to fill out the City of Ann Arbor application form. Attach this completed form to the application and submit with \$150 application fee to the Ann Arbor City Clerk, 301 E. Huron St, Ann Arbor, MI 48104. Fax Number – 734-994-8296. Phone No. – 734-794-6140. A \$600 license fee is due upon approval.

To inquire about other licensing opportunities, including transfers of existing Class C licenses, please contact the Michigan Liquor Control Commission directly. All transferred licenses begin at the State level. MLCC On-Premises Licensing Division - 517-322-1400.



CITY OF ANN ARBOR
APPLICATION FOR NEW LICENSES

Date: 08/02/2017

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:	Contact Person Name: Li An Yu
Business Street Address: [REDACTED]	Street Address: [REDACTED]
City/State/Zip Code: [REDACTED]	City/State/Zip Code: Maumee, OH 43537
Township: Springfield Township	Business Phone No. Home Phone No. () [REDACTED]

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	3b. Check Type of Permits
<input 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 checked="" 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"/> Outdoor Sales <input type="checkbox"/> Before / After Hours For: _____ _____

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. Proposed Licensed Address:	The Foundry Lofts 413 E Huron St, Suite A Ann Arbor, MI 48104
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6. Briefly describe the business, for example – Drug Store, Restaurant, Party Store, Wholesaler, Wine Maker, etc.
Fast-casual restaurant

7. 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
Li An Yu	[REDACTED]	[REDACTED]
Shawn Reinhart	[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.

8. Personal Information – Individual Applicants and Partnership Members Only Li An Yu
 Date of Birth [REDACTED] (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: Sara Lynn Yu

Have you ever legally changed your name? Yes No If Yes, from _____ to _____
 Have you been known by other names? Yes No List Names: _____

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
DUI	2002	Ann Arbor	

List your former occupations for the past 3 years:

DATE (to/from)	OCCUPATION	EMPLOYER NAME AND ADDRESS
10/2010 - 02/2017	Owner/Self-Employed	Spicy Tuna Sushi Bar & Grill, 7130 Airport Hwy #10, Holland, OH 43528
08/2015 - present	Manager	Tea Tree Asian Bistro, 4100 Chappel Dr, Perrysburg, OH 43551

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
ORC 4304.18	D5 / Issued	Holland, OH	12/23/2010

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

7. 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
Li An Yu	[REDACTED]	[REDACTED]
Shawn Reinhart	[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.

8. Personal Information – Individual Applicants and Partnership Members Only *Shawn Reinhart*
 Date of Birth [REDACTED] (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: N/A

Have you ever legally changed your name? Yes No If Yes, from _____ to _____
 Have you been known by other names? Yes No List Names: _____

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
N/A	_____	_____	_____
_____	_____	_____	_____

List your former occupations for the past 3 years:

DATE (to/from)	OCCUPATION	EMPLOYER NAME AND ADDRESS
2014 - 2017	Environmental Manager	Johns Manville, 6050 N River Rd, Waterville, OH 43566
_____	_____	_____
_____	_____	_____

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
N/A	_____	_____	_____
_____	_____	_____	_____

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

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

Yes

No

Date authorized: _____

10. 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:

SL Alliance LLC

Incorporation/Organization date:

03/23/2017

Incorporated/Organized in what State?

Ohio

Michigan Authorization date:

06/06/2017

Name, Address, Phone Number of Resident Agent:

Li An Yu

(Check one of each)
Corporation

Profit or

Nonprofit

Public or

Private Corporation

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

Corporate Officers	Name	Address	Phone Number
President	_____	_____	_____
Vice-President	_____	_____	_____
Secretary	_____	_____	_____
Treasurer	_____	_____	_____

11. 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. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

12. 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.

13. 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
Huntington Bank	519 Madison Avenue, MAD60, Toledo, OH 43604	\$ 25,000.00
		\$
		\$

(B) Attorney or representative

Sarah Weinlander, Bank Rep	519 Madison Avenue, MAD60, Toledo, OH 43604	(419) 249-3373
Name	Address	Phone Number

14. 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? After we complete construction drawings, estimating middle of September

If yes, when do you expect construction will begin? _____

If yes, when do you expect construction to be completed? _____

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

When is your anticipated occupancy date/open for business date? _____

Would you build the facility at this location if you do not get a license? 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? _____

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

If yes, in what capacity are you associated? _____

If no, will you be purchasing the premises? _____

(C) Existing Facility-Renovation

Do you plan to renovate an existing facility? Yes No
If yes, what is the estimated cost of the renovation? \$ 150,000 - \$200,000
If yes, when do you expect construction will begin? September or October 2017
If yes, when do you expect the construction to be completed? End of November, 2017
When is your anticipated occupancy date/open for business date? December 1, 2017
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? _____
Will it be necessary to temporarily close the facility for renovation? Yes No
If yes, how long will the facility be closed? _____
Are you going to renovate the facility if you do not get a license? Yes No

15. 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. _____

(B) New Business

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

Number	Full	or	Part-time	Position
<u>4</u>	<input type="checkbox"/>		<input type="checkbox"/>	<u>Management, Key Holders, Shift Leaders</u>
<u>10</u>	<input type="checkbox"/>		<input type="checkbox"/>	<u>Cashiers, Food Prep</u>
<u>1</u>	<input type="checkbox"/>		<input type="checkbox"/>	<u>Bartenders</u>
<u>2</u>	<input type="checkbox"/>		<input type="checkbox"/>	<u>Bartenders</u>
_____	<input type="checkbox"/>		<input type="checkbox"/>	_____

16. 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]

17. 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.

Wild Poké will be instrumental in attracting people to this new development downtown Ann Arbor with our fast-casual restaurant concept that compliments and enhances the foot traffic at the intersection of E Huron and N Division. Adding the ability to serve alcoholic beverages will bring even more people out to that area.

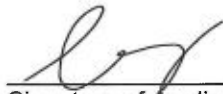
I have read all of the above answers and they are true. I agree to provide all requested information and to fully cooperate with all City Service Areas requesting any and all additional information provided in this application or any attachment thereto. Any changes that occur after the date of this application, 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:

08/03/2017

Date of Application

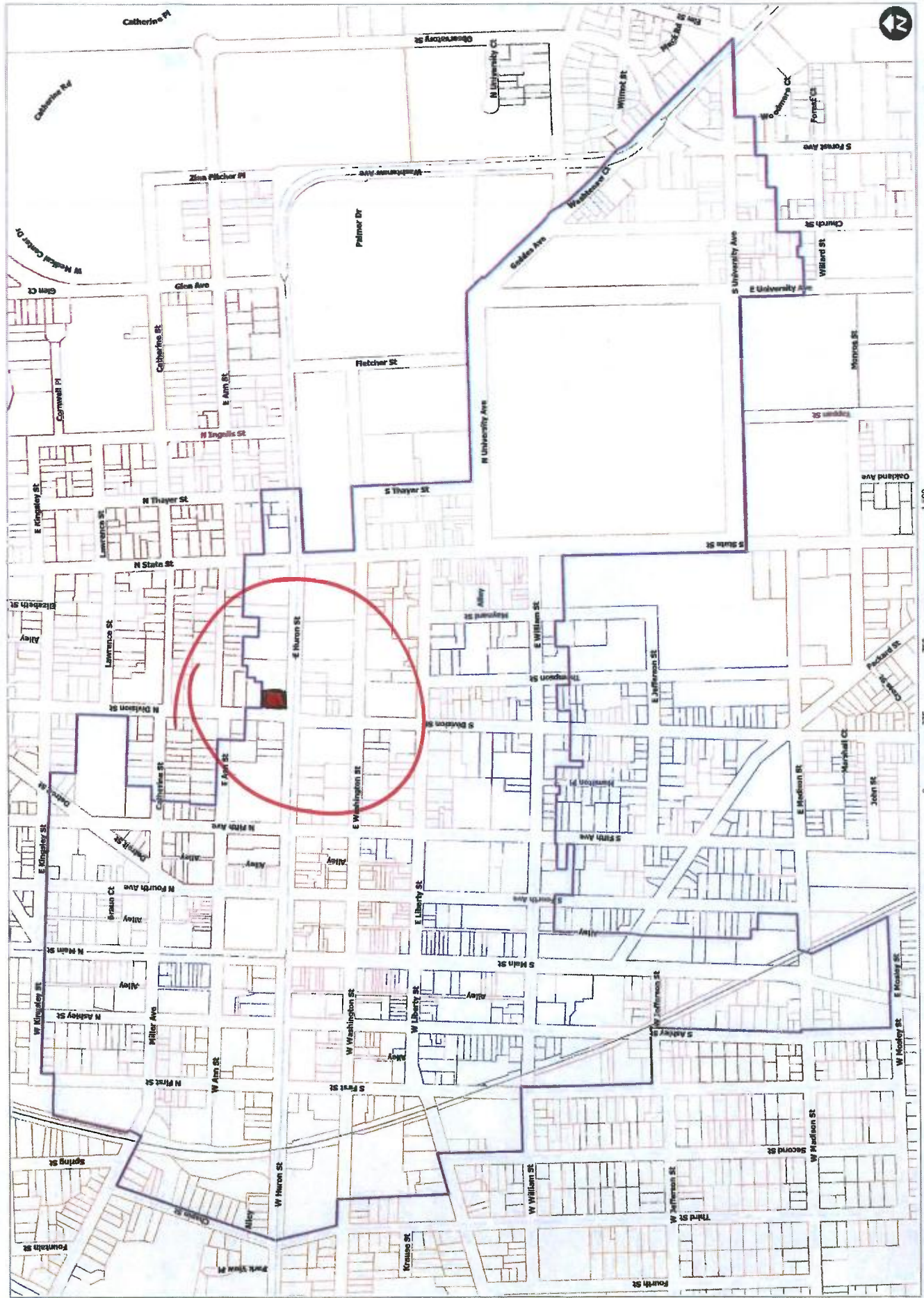


Li An Yu, Member

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

Name of person completing this
form if not the applicant

DDA Boundary



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Map Legend

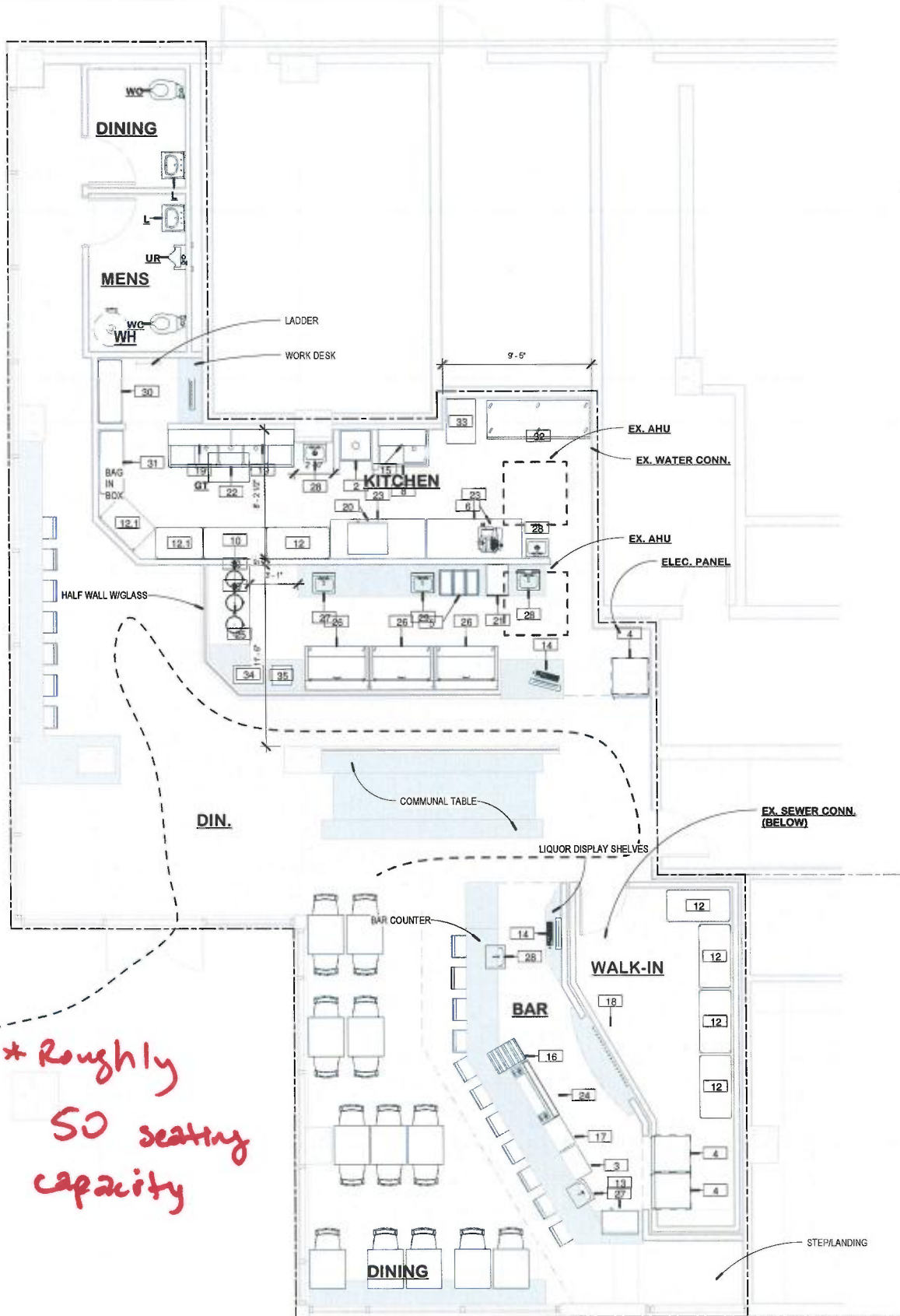
- Railroads
- DDA Boundary
- Parcels

Map data is based on: <http://www.annarbor.gov/webinfo/mapping.htm>

Construction Rough Estimate - April 2017 - KBG Construction

Item	Quantity	Low-End Cost/Unit	Low-End Cost Total	High-End Cost/Unit	High-End Cost Total	Notes
All metal studs/blocking/fire caulking/drywall/tape/mud/sand/prime/Spot/floors&frames	1	\$29,500.00	\$29,500.00	\$29,500.00	\$29,500.00	Dependant on finish or cladding material, top surface, lighting/no lighting
Service/Cashier area counter carpentry	1	\$14,000.00	\$14,000.00	\$24,000.00	\$24,000.00	
Kitchen floor tile	1	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	Allowance \$2.50 / SF tile
FRP paneling in kitchen walls area	1	\$4,950.00	\$4,950.00	\$4,950.00	\$4,950.00	
Floor hard polishing or acid stain	1	\$15,000.00	\$15,000.00	\$24,000.00	\$24,000.00	Dependant on color, product, level of sheen
Painting of complete ceiling and all new walls	1	\$15,720.00	\$15,720.00	\$15,720.00	\$15,720.00	
Any inside wall plumbing relocation in wall thru concrete floor	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	Plus Cost of scanning by SME by owner
Fire Protection additional heads relocation and new drop	1	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	
Electrical work from main to the space/sub-panel/Lighting work/Equipment hookup	1	\$45,000.00	\$45,000.00	\$55,000.00	\$55,000.00	
Plumbing incl. two bathrooms and equipment hookup	4	\$69,000.00	\$69,000.00	\$75,000.00	\$75,000.00	Contractor selects fixtures
Additional HVAC, if required	4	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
Fire Alarm	1	\$5,500.00	\$5,500.00	\$7,450.00	\$7,450.00	Requires clarification - Is fire suppression necessary for no open flames?
Partic-weld screen	1	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	Waiting until spring
Library carpentry and ladder for storage	1	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	Sliding door included
Tables made of glulam and finished to Spec	1	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	Seats by Business Owner
Kitchen Cabinetry	1	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	Cabinetry by Wilsonart, custom to preferred sizes
Bar Carpentry incl. mirror and rope light	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	
Final Cleaning of job incl. all glasses	1	\$2,850.00	\$2,850.00	\$2,850.00	\$2,850.00	
Architectural and engineer drawings	1	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	
Supervision and general conditions \$1,700 per week	1	\$20,400.00	\$20,400.00	\$30,600.00	\$30,600.00	\$1,700 / Week, estimated 12-18 weeks, Clarify
Exterior Signs	1	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00	Dependant on design and size.
TOTAL			\$228,420.00		\$294,070.00	

* Estimate Only, but will be around \$150,000 - \$200,000.
 more than the minimum of \$75,000.



NOTES

CODE
 • 2015 MICHIGAN RESIDENTIAL CODE
 • LOCAL ZONING ORDINANCE

AREA
 FIRST FLOOR: XXX SF
 SECOND FLOOR: XXX SF
 TOTAL: XXXX SF

CONSTRUCTION TYPE
 V-B (WOOD FRAMED)

FIRE SUPPRESSION
 NO

DEFERRED SUBMITTALS
 ALL PLANS LABELED AS DEFERRED SUBMITTALS SHALL BE SUBMITTED TO THE ARCHITECT AND/OR LOCAL AUTHORITY FOR APPROVAL PRIOR TO INSTALLATION.

- DO NOT SCALE PLANS
- COORDINATE ALL DRAWINGS, DETAILS, AND EQUIPMENT SPECS.
- ALL TRADES SHALL REVIEW AND HAVE ACCESS TO ENTIRE SET OF PLANS AND SPECS PRIOR TO BIDDING AND DURING CONSTRUCTION.
- SUBMIT WEEKLY UPDATES TO OWNER/ARCHITECT INCLUDING SCHEDULE, PHOTOS, AND PROGRESS
- FIELD VERIFY EXISTING CONDITIONS AND REPORT ANY INCONSISTENCIES TO ARCHITECT. G.C. SHALL SUBMIT ALL AS-BUILTS AND DEVIATIONS FROM THE PLANS TO OWNER & ARCHITECT.
- PROVIDE STORAGE FOR ALL EQUIPMENT AND MATERIALS IN ACCORDANCE TO MANUFACTURERS SPECS FOR DURATION OF CONSTRUCTION.
- WORK SHALL NOT COMMENCE PRIOR TO RECEIPT OF ALL APPROVED PERMITS.
- ALL REQUESTS FOR INFORMATION SHALL BE SUBMITTED ELECTRONICALLY.
- THE PLANS AND DETAILS INCLUDED IN THIS PROJECT ARE FOR THE SOLE PURPOSE OF THIS PROJECT. THE USE OF THESE DETAILS ON ANOTHER PROJECT IS STRICTLY PROHIBITED UNLESS APPROVED BY ARCHITECT.
- COPYRIGHT 2017 BIGGDESIGNS, LLC

**ARCHITECTURE
 BIGGDESIGNS, LLC**
 520 WOODSTONE CT.
 WHITE LAKE, MI 48386
 248.886.4460
 BIGGDESIGNSLLC@GMAIL.COM
 WWW.BIGGDESIGNS.COM

PROJECT

17115
WILD POKE
 THE FOUNDRY LOFTS
 410 E. HURON ST.
 ANN ARBOR, MI
SD-4.1
EQUIPMENT PLAN
 08.01.2017

REV	NOTE	DATE

** Roughly
 50 seating
 capacity*

EQUIPMENT PLAN
 1/4" = 1'-0"

EQUIP SCHEDULE

NOTES

MODEL

MANUF.

DESC.

QTY

TAG

TAG	QTY	DESC.	MANUF.	MODEL	NOTES
1	1	Wall Mounted Shelves	Eagle Group	WSXXX	
2	1	Mop Service Basin	Zum Industries, LLC	Z1996-24	
3	1	GLASS RACK			
4	3	GLASS-DOOR REFRIGERATOR	TURBO AIR	TGM-22RV	
5	1	BUBBLE TEA BREWER	By Owner		
6	1	MEDIUM DUTY FOOD SLICER	UNIVEX	8512	
8	1	ONE-COMPARTMENT VEGETABLE PREP SINK	BK RESOURCES	BKUBS	
10	3	COMMERCIAL ELECTRIC RICE COOKER	AVANTCO EQUIPMENT	RC2316	
12	6	FIVE-TIER WIRE STORAGE UNIT	Eagle Group	4'X2'	
12.1	2	FIVE-TIER WIRE STORAGE UNIT	Eagle Group	3'X2'	
13	1	MICROWAVE SMALL			
14	3	POS STATION COMPUTER	By Owner	BY VENDOR	
15	1	Wall Mounted Shelves	Eagle Group	WSXXX	
16	1	Spec-Bar Liquor Displays	ADVANCE TABCO	LD-1824	
17	1	GLASS WASHWHER	BY OWNER	GLASS WASHER	
18	1	Beer Taps	By Owner		
19	2	Wall Mounted Shelves	Eagle Group	WSXXX	
20	1	MICROWAVE OVEN	AMANA	ACP	
21	1	ICE CUBER	MANITOWOC	IY-0524A	
22	1	3-COMP SINK	BK RESOURCES	BKS-3	
23	2	S/S WORK TABLE	Custom	Custom - Work Table (44181)	
24	1	UNDER BAR ICE BIN		UNDER BAR ICE BIN	
25	1	S/S WORK TABLE	BY OWNER	CUSTOM	
26	3	FOOD PREP UNIT	TRUE FOOD SERVICE EQUIPMENT, INC.	TFP-48-18M	
27	2	DUMP SINK	Advance Tabco		
28	4	HAND SINK	Advance Tabco	7-PS-23-EC-SP-X	
29	1	ICE BIN	Advance Tabco		
30	1	LOCKABLE LIQUOR CABT	Eagle Group	CUSTOM	
31	1	FIVE-TIER WIRE STORAGE UNIT	Eagle Group	4'x18"	
32	1	Reach-In Solid Swing Door -10°F Freezer	TRUE FOOD SERVICE EQUIPMENT, INC.	T-72F	
33	1	ICE MACHINE	MANITOWOC		
34	1	SOUP WARMER			
35	1	HOT PLATE			



DATE	DOCUMENT ID	DESCRIPTION	FILING	OVER PAYMENT	EXPED	CERT	COPY
03/23/2017	201708103324	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

LI AN YU
7733 INDIAN TOWN ROAD
MAUMEE, OH 43537

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

4007899

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SL ALLIANCE LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG

Effective Date: 03/28/2017

Document No(s):

201708103324



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
23rd day of March, A.D. 2017.

Ohio Secretary of State



Form 533A Prescribed by:
 Ohio Secretary of State
JON HUSTED
 Ohio Secretary of State

Date Electronically Filed: 3/22/2017

Central Ohio: (614) 466-3910
 Toll Free: (877) SOS-FILE (767-3453)
 www.OhioSecretaryofState.gov
 Busserv@OhioSecretaryofState.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99

CHECK ONLY ONE (1) BOX

(1) Articles of Organization for Domestic For-Profit Limited Liability Company (115-LCA)

(2) 2Articles of Organization for Domestic Nonprofit Limited Liability Company (115-LCA)

Name of Limited Liability Company

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

Effective Date (The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)
 (Optional) mm/dd/yyyy

This limited liability company shall exist for Period of Existence
 (Optional)

Purpose (Optional)

****Note for Nonprofit LLCs**
 The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

LI YU

Signature

By (if applicable)

Print Name

SHAWN REINHART

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received
MAY 26 2017

(FOR BUREAU USE ONLY) *pd \$50 chk*
This document is effective on the date filed unless a subsequent effective date within 90 days after received date is stated in the document

Name
Li An Yu
Address
[Redacted]
City State ZIP Code
[Redacted] [Redacted] 43537

FILED
JUN 06 2017
ADMINISTRATOR
CORPORATIONS DIVISION
EFFECTIVE DATE

Document will be returned to the name and address you enter above
If left blank, document will be returned to the registered office

D9468P

**APPLICATION FOR CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN MICHIGAN**
For use by Foreign Limited Liability Companies
(Please read information and instruction on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Application

1 The name of the limited liability company is
SL ALLIANCE LLC

2 (Complete this item only if the limited liability company name in Item 1 is not available for use in Michigan)
The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is
N/A

3 It is organized under the laws of OHIO
The date of its organization is 03/28/2017
The duration of the limited liability company if other than perpetual is Perpetual

4 The address of the office required to be maintained in the state of organization or if not so required, the principal office of the limited liability company is
[Redacted] [Redacted] [Redacted] [Redacted]
(Street Address) (City) (State) (ZIP Code)

MS

Operating Statement

SL Alliance LLC

Redevelopment Liquor License Application, #16: “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.”

SL Alliance LLC will operate a restaurant called “Wild Poke” that will feature *poke*, a new growing food trend inspired by Hawaiian cuisine that consists of marinated fish presented in a bowl with other fresh ingredients of the customers’ choice. It will be served in a fast-casual setting, much like Chipotle or Subway.

We currently plan to open from 11am – 11pm daily.

There will be 3 Exits that will be clearly marked with electronic signs that customers can follow in case of any emergencies. The other benefit to this restaurant concept is that there are no open flames or hot plates, so the fire risk will be minimal.

We will operate and use the facilities as a fast-casual restaurant that will hopefully have the ability to also serve alcohol.

RETAIL LEASE AGREEMENT

CPI FOUNDRY, LLC, as Landlord

SL ALLIANCE, LLC, as Tenant

The Foundry Lofts, Ann Arbor, Michigan

RETAIL LEASE AGREEMENT
(The Foundry Lofts, Ann Arbor, Michigan)

This RETAIL LEASE AGREEMENT (this "Lease") is made and entered into effective as of this 5th day of July, 2017, by and between Landlord and Tenant.

ARTICLE I. DEFINITIONS AND CERTAIN BASIC PROVISIONS

1.1 The following list sets out certain defined terms and other information pertaining to the parties to this Lease:

- (a) "Landlord": CPI Foundry, LLC, a Delaware limited liability company
- (b) Landlord's address: c/o The Carlyle Group, 1001 Pennsylvania Avenue, N.W., Washington, DC 20004, Attention:
- (c) "Tenant": SL Alliance, LLC, an Ohio limited liability company, registered to conduct business in Michigan.
- (d) Tenant's address: [REDACTED] ¹
- (e) Tenant's guarantor(s): LI AN YU, an individual
- (f) Tenant's trade name: Wild Poke

1.2 The following list sets out certain defined terms and certain financial and other information pertaining to this Lease:

- (a) "Building": The structure which contains the "Demised Premises" located at 413 E Huron Street, Ann Arbor, MI.
- (b) "CAM Charges": The costs, expenses and fees, of whatever nature, incurred by Landlord in connection with the Common Area (hereinafter defined) including management and administrative fees, which administrative fees shall total no more than 10% of the cumulative CAM Charges excluding such administrative fees and any management fees and management fees shall be at market rates for management of comparable properties, but expressly excluding all "real estate charges" and "insurance expenses" (as such terms are hereinafter defined). Tenant shall pay to Landlord, as Additional Rental, a fixed, stipulated amount for Tenant's share of CAM Charges pursuant to Section 7.2 hereof.
- (c) "Commencement Date": The date which is the first to occur of (i) the date on which Tenant first opens for business within the Demised Premises, or (ii) the date which is the later to occur of (a) one hundred twenty (120) days after the Delivery Date (as used herein, the term "Delivery Date" shall mean the date Landlord has delivered the Demised Premises to

¹ Tenant to provide.

Tenant or (b) the date the applicable governmental authorities issue the Permits (hereinafter defined).

Tenant shall promptly apply for and thereafter "diligently pursue" (hereinafter defined) the issuance of the building permit required for the construction of Tenant's Work in the Demised Premises (the "Permit"). As used in this Section 1.2(c), "diligently pursue" shall mean that Tenant shall: (a) timely submit its plans and specifications for Tenant's Work to Landlord as required by the Exhibit B, using commercially reasonable efforts to cause Tenant's plans and specifications to comply with all applicable laws, codes and ordinances, (b) file for such Permit, with a complete permit application submittal package, within ten (10) days after Landlord has approved Tenant's plans and specifications (the "Permit Submittal Date") and (c) otherwise act in good faith to pursue issuance of the Permit including the payment of all fees and charges, providing all requested information and data to the applicable governmental agencies in a timely manner, cooperating with such governmental agencies in an expeditious manner, and using commercially reasonable efforts to obtain the Permits as quickly as possible after Landlord has approved the Tenant's Plans (subparagraphs (a) through (c) are hereinafter referred to collectively as the "Permit Conditions"). Landlord, at Tenant's sole cost and expense, shall reasonably cooperate with Tenant in obtaining the Permits, including executing any required documentation. Tenant shall keep the Landlord apprised of Tenant's efforts to obtain the Permits and Landlord shall have the right, but not the obligation, to require that Tenant retain a permit expeditor (which permit expeditor shall charge competitive market rates for its services), at Tenant's sole cost, to assist Tenant in obtaining the Permits. If Tenant does not satisfy the Permit Conditions, the Commencement Date shall be the date which is the earlier to occur of (i) one hundred twenty (120) days after the Delivery Date, or (ii) the date Tenant opens for business in the Demised Premises.

- (d) "Demised Premises": Approximately 2,320 square feet of Rentable Area shown on the plan attached hereto as **Exhibit A** (the "Site Plan"). The parties agree that **Exhibit A** is attached solely for the purpose of locating the Demised Premises within the Building and that no representation, warranty, or covenant is to be implied by any other information shown on the exhibit (*i.e.*, any information as to buildings, tenants or prospective tenants, etc. is subject to change at any time).
- (e) "Gross Sales": the full amount of gross sales, income, receipts, revenues, charges, monies or other things of value, of, in connection with and for all food, beverages, merchandise, services or other operations or businesses sold, leased, licensed, or rendered at, in from or arising out of the Demised Premises by Tenant or any subtenants, licensees or concessionaires.
- (f) "Landlord's Sign Criteria": Landlord's criteria and requirements with respect to Tenant's signs to be installed in and about the Demised Premises as more fully set forth in Article XIII.
- (g) "Lease Term": Commencing on the Commencement Date and ending on the last day of the tenth (10th) Lease Year (defined below). The Lease Term may be extended, if at all, in accordance with **Exhibit D** - Renewal Option attached to this Lease. The Lease Term, without giving effect to any extensions thereof pursuant to **Exhibit D** attached to this Lease, if any, is referred to in this Lease from time to time as the "Initial Lease Term." Each period for which the Lease Term is extended pursuant to **Exhibit D** attached hereto, if any, is referred to in this Lease from time to time as a "Renewal Term." The Lease Term, giving effect to any Renewal Term, is referred to in this Lease from time to time as "the term of this Lease."
- (h) "Lease Year": Each consecutive period of twelve (12) calendar months, commencing on the first day of the calendar month immediately following

the month in which the Commencement Date occurs and each anniversary of such day, except that the first Lease Year shall also include the period from the Commencement Date until the first day of the following month (the "Stub Month") unless such Commencement Date is the first day of the month in which case the first Lease Year shall terminate on the date twelve (12) months after such Commencement Date.

- (i) "Maximum Rate": The greatest of the rates of interest from time to time permitted under applicable federal and state law. Wherever it is provided in this Lease that a monetary sum shall be due to Landlord together with interest at the Maximum Rate and at such time there is no Maximum Rate, interest shall be due at the rate of eighteen percent (18%) per annum.
- (j) "Minimum Guaranteed Rental": Minimum Guaranteed Rental shall be payable as follows:

Lease Year	Sq Ft	Rental Rate	Annual Minimum Guaranteed Rental	Monthly Minimum Guaranteed Rental
1	2,320	\$25.00	\$58,000.00	\$4,833.33
2	2,320	\$25.50	\$59,160.00	\$4,930.00
3	2,320	\$26.01	\$60,343.20	\$5,028.60
4	2,320	\$26.53	\$61,549.60	\$5,129.13
5	2,320	\$27.06	\$62,779.20	\$5,231.60
6	2,320	\$27.60	\$64,032.00	\$5,336.00
7	2,320	\$28.15	\$65,308.00	\$5,442.33
8	2,320	\$28.71	\$66,607.20	\$5,550.60
9	2,320	\$29.28	\$67,929.60	\$5,660.80
10	2,320	\$29.87	\$69,298.40	\$5,774.87

The CAM Charges, Tenant's obligations for taxes, other real estate charges and insurance, together with any other charges which may become due to Landlord under this Lease are sometimes collectively referred to in this Lease as "Additional Rental". The Minimum Guaranteed Rental and Additional Rental are sometimes collectively referred to in this Lease as "Rent".

- (k) "Percentage Rent": None.
- (l) "Permitted Use": The Demised Premises shall be advertised and operated only under Tenant's Trade Name. Tenant shall use the Demised Premises solely as a restaurant in substantial conformity with the menu attached hereto as **Exhibit F** ("Tenant's Menu"), and for no other use whatsoever. Tenant may change its menu offerings from time to time, as long as its menu continues to be comprised primarily of fast casual Asian cuisine. The Demised Premises shall not be used for any purpose not specifically set forth herein and no merchandises not specifically set forth herein will be displayed, sold or offered for sale. In no event shall Tenant conduct any business in the Demised Premises or use the Demised Premises for any of the exclusive or prohibited uses described in **Exhibit I** attached hereto and made a part hereof. In no event shall Tenant conduct any business in the Demised Premises which would violate any exclusive use right granted by Landlord to a tenant of the Building of which Tenant

receives written notice from Landlord and which does not preclude Tenant's Permitted Use hereunder.

- (m) "Rentable Area": The Rentable Area for the Demised Premises shall be the entire area included within the Demised Premises, being the area bounded by the exterior of all walls or plate glass separating the Demised Premises from any public areas or the retail service corridor behind the Demised Premises, and the centerline of all walls separating the Demised Premises from other areas leased or to be leased to other tenants, without deduction for any area covered by corridors, stairways, restrooms, mechanical rooms, electrical rooms, telephone closets, vertical penetrations of the floors, columns, projections, or any other structural portions situated in the Demised Premises, together with a pro rata share of the common areas exclusively serving the retail component of the Building. The Rentable Area of the Demised Premises shall be subject to remeasurement by Landlord's architect, and all calculations based on such Rentable Area shall be adjusted, at any time prior to the Delivery Date.
- (n) "Rental Rate: The Rental Rate per square foot set forth in the chart in Section 1.2(j) above.
- (o) Reserved.
- (p) "Rules and Regulations": Those rules and regulations from time to time established, amended, reduced or added to by Landlord in the exercise of its reasonable discretion for the operation and occupancy of the Building. The Rules and Regulations presently in effect are attached to this Lease as Exhibit E and made a part of this Lease for all purposes. Landlord may not change the Rules and Regulations in a way that either materially increases Tenant's costs, or materially limits Tenant's rights under this Lease.
- (q) "Security Deposit": A total of Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$7,250.00) payable by Tenant upon execution of this Lease.
- (r) "Work Letter": The agreement between Landlord and Tenant with regard to the construction of certain improvements within the Demised Premises as more fully set forth in Exhibit B attached to this Lease.

1.3 The following chart is provided as an estimate of Tenant's initial monthly payment broken down into its components. This chart, however, does not supersede the specific provisions contained elsewhere in this Lease:

Initial Minimum Guaranteed Rental	\$4,833.33
Initial CAM Charges	\$386.67
Initial Estimated Payment for Taxes, Insurance and Other Real Estate Charges	\$2,126.67
Total Initial Monthly Payment	<u>\$7,346.67</u>

ARTICLE II. GRANTING CLAUSE

2.1 Landlord, in consideration of the covenants, agreements and undertakings of Tenant as set forth in this Lease, does hereby lease, let and demise unto Tenant, and Tenant does hereby lease from Landlord, the Demised Premises to have and to hold for the Lease Term, all upon and subject to the terms and conditions set forth in this Lease.

ARTICLE III. DELIVERY OF PREMISES

3.1 Except as expressly set forth in Exhibit B, Section 1.1, Landlord makes no warranty of any kind, express or implied, with respect to the Demised Premises (without limitation, Landlord makes no warranty as to the habitability or fitness for any particular purpose of the Demised Premises). Landlord shall provide Tenant with at least ten (10) days prior notice of the date Landlord anticipates that Landlord will deliver the Demised Premises to Tenant. By occupying the Demised Premises after the Delivery Date, Tenant shall be deemed to have accepted delivery of the Demised Premises in its as-is condition. If Landlord does not deliver the Demised Premises to Tenant within one hundred eighty (180) days after the Effective Date hereof (the "Outside Delivery Date"), and such delay in delivery is not due to any of the causes set forth in Section 27.5 hereof or as a result of Tenant Delay (hereinafter defined), Tenant may terminate this Lease, effective upon written notice to Landlord given, if at all, at any time prior to the date Landlord delivers the Demised Premises to Tenant.

ARTICLE IV. RENT

4.1 The Minimum Guaranteed Rental shall be calculated based upon the Rental Rate per square foot of Rentable Area. The final determination of Rentable Area made by Landlord's architect shall cause a proportionate adjustment in the Minimum Guaranteed Rental. In addition to the Minimum Guaranteed Rental, Tenant shall pay to Landlord, as Additional Rental, all applicable taxes then in force which may be imposed on rents to be received by Landlord.

4.2 Minimum Guaranteed Rental shall accrue from the Commencement Date, and shall be payable to Landlord without previous notice or demand therefor and without any setoff or deduction whatsoever at Landlord's address set forth in Section 1.1(b) above, or (at Landlord's option) at such other address as may be specified by Landlord in writing. Simultaneously with the execution of this Lease by Tenant, Tenant shall deposit with Landlord the amount of Total Initial Monthly Payment shown above as a deposit towards payment of Rent for the first (1st) full calendar month of the Lease Term (hereinafter referred to as the "Rental Deposit").

4.3 Tenant shall pay to Landlord Minimum Guaranteed Rental in monthly installments on or before the first day of each calendar month (without notice, demand, offset or deduction of any nature, in the amounts specified in Section 1.2(m) and Section 4.1 of this Lease. The first such monthly installment shall be due and payable on the Commencement Date, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month thereafter.

4.4 In the event any Rent is not received within five (5) days after its due date for any reason whatsoever, then in addition to the past due amount, Tenant shall pay to Landlord both of the following (unless one of the following is improper under applicable law, in which event such improper sum will not be required to be paid under this Lease): (a) a late charge in an amount equal to five percent (5%) of the Rent then due, in order to compensate Landlord for its administrative and other overhead expenses (the "Late Charge"); and (b) interest on the Rent then due at the Maximum Rate (but in no event to exceed one and one-half percent (1½%) per month), such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing with the Rent due date and terminating with the date on which Tenant makes full payment of all amounts owing to Landlord at the time of said payment. Any such Late Charge or interest payment shall be payable as Additional Rental under this Lease, shall not be considered as a deduction from Minimum Guaranteed Rental or any other amount payable by Tenant under this Lease, and shall be payable immediately on demand. Notwithstanding anything contained in this Section 4.4 or in this Lease to the contrary, no sum received by Landlord under this Lease as interest shall ever exceed the Maximum Rate, and Landlord shall immediately refund or credit Tenant any amount received under this Lease in excess of the Maximum Rate.

4.5 Within fifteen (15) days after the end of each calendar quarter (i.e., March 31, June 30, September 30 and December 31) during the Lease Term, Tenant shall submit to Landlord an accurate written statement signed by Tenant or a duly authorized officer or representative of Tenant, showing the full amount of Gross Sales of Tenant during the immediately preceding quarter. Within thirty (30) days after the end of each Lease Year, Tenant shall furnish to Landlord a statement certified by Tenant or an authorized officer or representative of Tenant showing in complete detail the Gross Sales made during the

immediately preceding Lease Year or part thereof. All statements of Gross Sales shall be delivered to Landlord at the address specified in Section 1.1(b).

4.6 If Tenant fails in two (2) consecutive months to make Rent payments within ten (10) days after such Rent payments are due, Landlord, in order to reduce its administrative costs, may require, by giving written notice to Tenant (and in addition to any Late Charge or interest accruing pursuant to Section 4.4 above, as well as any other rights and remedies accruing pursuant to Article XXII or Article XXIII below, or any other provision of this Lease or at law), that all future Rent payments are to be made on or before the due date by cash, cashier's check, or money order and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of Rent as provided in this Lease. Any acceptance of a monthly Rent payment or of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

ARTICLE V. FINANCIAL STATEMENTS

5.1 Within sixty (60) days after the end of each fiscal year, Tenant will cause to be delivered to Landlord, a statement of earnings and a balance sheet of such entity as of the end of each such year, setting forth in each case in comparative form the corresponding figures from the preceding fiscal year, as appropriate, all in reasonable detail and prepared in accordance with generally accepted accounting principles consistently applied and certified to Tenant as to the annual consolidated statements by independent certified public accountant selected by Tenant, whose certificate shall be based upon an examination conducted in accordance with generally accepted accounting principles and the application of such tests as said accountants deem necessary under the circumstances.

ARTICLE VI. TENANT'S RESPONSIBILITY FOR TAXES, OTHER REAL ESTATE CHARGES AND INSURANCE EXPENSES

6.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable under this Lease.

6.2 Commencing on the Commencement Date and continuing during the Lease Term, Tenant shall also be liable for "Tenant's proportionate share" (as defined below) of all "real estate charges" (as defined below) and "insurance expenses" (as defined below) related to the Building or Landlord's ownership of the Building. Tenant's obligations under this Section 6.2 shall be prorated during any partial year (*i.e.*, the first year and the last year of the term of this Lease). "Tenant's proportionate share" shall be a fraction the numerator of which is the total Rentable Area in the Demised Premises and the denominator of which is the total Rentable Area of all other retail premises in the Building, together with the square footage of the Building dedicated to residential use at the Building at the time when the respective charge was incurred (excluding, however, areas for which any such real estate charges or insurance expenses, or both, are wholly paid by a party or parties other than Landlord and with respect to which Landlord has no reimbursement rights or obligations). "Real estate charges" shall include, but not be limited to, ad valorem taxes, special assessments for prior periods due to change in land use, general and special assessments, impact fees, parking surcharges, any tax or excise on rents (including Rent payable under this Lease), any franchise, "taxable margin", gross receipts or similar taxes, any tax or charge for governmental services (such as street maintenance or police and fire protection) and any other tax or assessment of every kind or nature which are now or may hereafter be imposed or assessed upon the Demised Premises or Building and any tax or charge which replaces any of such above-described "real estate charges"; provided, however, that "real estate charges" shall exclude any estate, inheritance or general income tax. In addition "real estate charges" shall include the cost to Landlord for professional tax consulting services and the cost and charges in a tax appeal, protest or review. "Insurance expenses" shall include all premiums and other expenses incurred by Landlord for insurance, including property and liability insurance and rental value insurance (plus whatever endorsements or special coverages which Landlord, in Landlord's sole discretion, may consider appropriate).

6.3 During each month of the Lease Term, at the same time as monthly installments of Minimum Guaranteed Rental are due, Tenant shall make a monthly estimated deposit with Landlord equal to one-twelfth (1/12) of Tenant's proportionate share of the "real estate charges" and "insurance expenses" related to the Building, which Landlord reasonably estimates will be due and payable for that particular year. Landlord's estimate of the "real estate charges" and "insurance expenses" related to the Building for the first calendar year falling within the Term is approximately \$9.00 per square foot of Rentable Area of the Demised Premises (the foregoing amount is an estimate only and Landlord shall not be bound thereby and such amounts are subject to annual reconciliation in accordance with this Article VI.) In the event Landlord does not otherwise notify Tenant of the monthly amounts to be deposited under this Article VI, then Tenant shall continue to pay such monthly deposits in an amount equal to one-twelfth (1/12) of Tenant's proportionate share of the "real estate charges" and "insurance expenses" for the immediately preceding twelve (12) month period (provided, however, that in no event shall monthly deposits under this Article VI ever be less than the amount set forth in Section 1.3 of this Lease). Tenant authorizes Landlord to use the funds deposited by Tenant with Landlord under this Article VI to pay the "real estate charges" and "insurance expenses" incurred by Landlord. Each real estate charge estimated payment and insurance expense estimated payment shall be due and payable at the same time and the same manner as the time and manner of the payment of Minimum Guaranteed Rental as provided in this Lease. The amount of the initial monthly real estate charge estimated payment and insurance expense estimated payment will be that amount set out in Section 1.3 above. The initial monthly real estate charge estimated payment and insurance expense estimated payment are based upon Tenant's proportionate share of the estimated "real estate charges" and "insurance expenses" on the Building for the year in question, and the monthly real estate charge estimated payment and insurance expense estimated payment are subject to increase at any time during the term of this Lease as determined by Landlord to reflect an accurate estimate of Tenant's estimated proportionate share of the "real estate charges" and "insurance expenses". The real estate charge estimated payment and insurance expense estimated payment accounts of Tenant shall be reconciled annually. With reasonable promptness after the expiration of each calendar year during the Term, Landlord shall furnish to Tenant a statement showing the actual real estate charges and insurance expenses incurred by Landlord during the prior calendar year, together with sufficient supporting documentation (such as a copy of Landlord's tax bill). If Tenant's total real estate charge estimated payments and insurance expense estimated payments are less than Tenant's actual proportionate share of the "real estate charges" and "insurance expenses" related to the Building, Tenant shall pay to Landlord within thirty (30) days of Landlord's written demand the difference; if the total real estate charge estimated payments and insurance expense estimated payments of Tenant are more than Tenant's actual proportionate share of the "real estate charges" and "insurance expenses" related to the Building, Landlord shall retain such excess and such excess sum shall either (i) be credited against the next maturing installments due from Tenant to Landlord for Tenant's proportionate share of actual "real estate charges" and "insurance expenses" or (unless otherwise provided herein), or (ii) for such charges incurred in the last Lease Year, be refunded by Landlord to Tenant upon termination of this Lease.

ARTICLE VII. COMMON AREAS

7.1 The term "Common Area" is defined for all purposes of this Lease as any portion of the Building that is now or hereafter designated by Landlord for the common use of tenants, occupants of the Building and others. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, and to perform any other act in or to the Common Area as shall be consistent with good business practices as determined by Landlord in its sole discretion.

7.2 Tenant, and its employees agents, customers and invitees, shall have the nonexclusive right to use those portions of the Common Area (excluding, without limitation, roofs, structures and building skin of the Building) as constituted from time to time and made available by Landlord for the common use of all tenants in the retail portion of the Building and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. For example, and without limiting the generality of Landlord's ability to establish rules and regulations governing all aspects of the Common Area, Tenant agrees as follows: (a) Tenant shall not solicit business within the Common Area or take any action which would interfere with the rights of other persons to use the Common Area; (b) Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the

public from obtaining prescriptive rights; and (c) use of the roof is reserved to Landlord or, with regard to any tenant demonstrating to Landlord's satisfaction a need to same, to such tenant after receiving express prior written consent from Landlord.

Commencing on the Commencement Date and continuing during the Lease Term, in addition to the rentals and other charges prescribed in this Lease, Tenant shall pay to Landlord, as Additional Rental, a fixed, stipulated annual amount for Tenant's share of the CAM Charges equal to Two and 00/100 Dollars (\$2.00) per square foot times the number of square feet of Rentable Area of the Demised Premises during the first (1st) Lease Year. Thereafter, Tenant's share of fixed CAM Charges shall increase annually, beginning with the second (2nd) Lease Year and continuing on each anniversary of the first day of the second (2nd) Lease Year thereafter throughout the term of this Lease, at the rate of (and shall be equal to) one hundred three percent (103%) of the immediately preceding Lease Year's amount of fixed CAM Charges. The fixed CAM Charges shall be payable irrespective of the actual amount of Tenant's share of CAM Charges and shall not be subject to audit, reconciliation or adjustment. If the first (1st) Lease Year shall include a partial month in addition to twelve (12) full calendar months, Tenant shall be obligated to pay the fixed CAM Charges for such partial month on a pro rata basis based upon the pro rata charge of one-twelfth (1/12) of the annual CAM Charges for the first (1st) Lease Year. The fixed CAM Charges shall be due and payable by Tenant on a monthly basis during the term of this Lease. Each month during the term of this Lease, Tenant shall pay to Landlord one-twelfth (1/12) of the amount of fixed CAM Charges applicable to the then current Lease Year. Each such monthly payment of CAM Charges shall be due and payable at the same time and the same manner as the time and manner of the payment of Minimum Guaranteed Rental provided in this Lease.

ARTICLE VIII. LIQUOR LICENSE

8.1 Tenant has applied for the issuance to it of a license to serve liquor, beer and wine at the Demised Premises for on premises consumption only (the "Redevelopment Liquor License"). As required by Michigan law, Tenant will own any such liquor license that is issued to it, but may not transfer that license to a different location. Landlord shall, at Tenant's sole cost, reasonably cooperate with Tenant during the application and investigation phases of obtaining that license, including without limitation, signing documents in support of the application and making the Demised Premises available for inspection by the Michigan Liquor Control Commission. Notwithstanding the foregoing, Tenant obligations hereunder are in no way contingent upon the receipt of any such Redevelopment Liquor License and Tenant's failure to obtain such Redevelopment Liquor License shall in no way affect Tenant's obligations hereunder. Upon the expiration or earlier termination of this Lease, all of Tenant's interest in the Redevelopment Liquor License will automatically be assigned to Landlord or any party designated by Landlord, at no cost to Landlord. Tenant agrees to execute any further documents that may be necessary to transfer its interest in the Redevelopment Liquor License to Landlord. The foregoing sentence will survive the termination of this Lease.

8.2 Landlord shall provide Tenant an amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for actual out-of-pocket third party costs incurred to obtain the Redevelopment Liquor License (the "Liquor License Allowance") in incremental amounts throughout the application procedure in the following manner: (i) Five Thousand and 00/100 Dollars upon attainment of the certificate of occupancy for the Demised Premises; (ii) the lesser of Fifteen Thousand and 00/100 Dollars or the actual cost to prepare the application at the time Tenant submits the application for the Redevelopment Liquor License to the applicable authorities and has provided a copy of the application to Landlord as evidence of such event; and (iii) the remaining amount of the Liquor License Allowance once Tenant has received the Redevelopment Liquor License and has provided a copy of the Redevelopment Liquor License to Landlord as evidence of the successful completion of the license application process.

ARTICLE IX. USE AND CARE OF PREMISES

9.1 Tenant shall open and commence business operations in the Demised Premises on or immediately after the Commencement Date and shall thereafter continuously operate its business in an efficient, high class and reputable manner maintaining in the Demised Premises a full staff of employees. Occupancy of the Demised Premises by Tenant prior to the Commencement Date shall be subject to all of the terms and provisions of this Lease excepting

only those requiring the payment of Rent. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously throughout the term of this Lease conduct and carry on in the entire Demised Premises the Permitted Use. Tenant shall keep the Demised Premises open to the public for business with adequate personnel in attendance on at least the following days and during all hours: Monday through Thursday, 11:00 a.m. to 10:00 p.m.. Friday and Saturday 11:00 a.m. to Midnight, and Sunday 11:00 a.m. to 9:00 p.m., except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation. Tenant shall not use or permit the Demised Premises to be used in violation of any exclusives or prohibited uses granted by Landlord from time to time.

9.2 The Demised Premises may be used only for the Permitted Use specified in Section 1.2(o) above, and only under the trade name specified in Section 1.1(f) above and for no other purpose and under no other trade name without the prior written consent of Landlord. In no event shall Tenant violate an exclusive use that has been granted to an occupant of the Building of which Tenant has been notified in writing.

9.3 Tenant shall not, without Landlord's prior written consent, keep anything within the Demised Premises or use the Demised Premises for any purpose which increases the insurance premium cost or which invalidates any insurance policy carried on the Demised Premises or other parts of the Building. All property kept, stored or maintained within the Demised Premises by Tenant shall be at Tenant's sole risk.

9.4 Tenant shall not conduct, advertise or suffer, within the Demised Premises or at the Building any fire, auction, bankruptcy, "going-out-of-business", "lost-our-lease" or similar sale; nor shall Tenant operate within the Demised Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second-hand" store, a "surplus" store or a store commonly referred to as a "discount house".

9.5 Tenant shall not permit any objectionable noises or odors to emanate from the Demised Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the Demised Premises; nor place any antenna, equipment, awning or other projection on the exterior of the Demised Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other tenants of the Building; nor permit any unlawful or immoral practice to be carried on or committed in the Demised Premises; nor do anything which would tend to injure the reputation of the Building. Tenant shall not permit any odors to emanate from the Demised Premises into any adjacent premises to the Demised Premises.

9.6 Tenant shall take good care of the Demised Premises and keep the same free from waste at all times. Tenant shall not overload the floors in the Demised Premises, nor deface or injure the Demised Premises. Tenant shall keep the Demised Premises and sidewalks, service-ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, ice or snow at all times. Tenant shall store all trash and garbage within the Demised Premises, or in a trash dumpster or similar container approved by Landlord as to type, location and screening. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Building area. Tenant shall comply with the Rules and Regulations detailed in Exhibit E, as same may be amended from time to time.

9.7 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs in front of the Demised Premises lighted from dusk until 11:00 p.m., every day, including Sundays and holidays (or any other hours established by Landlord for the Building).

9.8 Tenant shall include the address and identity of its business activities in the Demised Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

9.9 Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws, ordinances and governmental regulations.

9.10 Tenant shall keep the Demised Premises clean, orderly, sanitary and free from objectionable odors. Tenant shall at its sole cost and expense keep the Demised Premises free of

insects, rodents, vermin and other pests. Alternatively, if Landlord provides pest control service for the Building, Tenant shall reimburse Landlord for its proportionate share of the costs of providing such pest control service. Tenant shall furnish, at its sole cost and expense, janitorial service to the Demised Premises consistent with space in a first-class shopping center. Any food or beverages sold or distributed for off-site consumption shall be wrapped in properly sealed, leakproof containers.

9.11 Tenant shall require and provide for the orderly control of all customers and invitees of the Demised Premises, including directing the queuing of customers and invitees through a roped off area or through another method of segregating the queuing area from the remainder of the Building, provided that any such method of controlling customers shall be subject to the prior written approval of Landlord and shall in no event interfere with or impede the use of the Building by Landlord, other tenants or their respective employees, customers and invitees. In no event shall Tenant encourage or allow any loitering or other congregating of customers or invitees outside of the Demised Premises and within the Building. Tenant shall not display merchandise, solicit business or distribute any flyers or other advertising matter on or about the Building outside of the Demised Premises.

9.12 Tenant shall not permit any operation which emits any odor or matter which intrudes into other portions of the Building, or take any action which makes undue noise or causes vibration in any portion of the Building or otherwise interferes with, annoys or disturbs any other tenant in its normal business operations in the Building or Landlord in its management of the Building. Tenant shall have the right to play low volume level "background" music or audio from television; provided, however, that Landlord shall reserve the right, in its sole discretion, to require Tenant to lower the volume to any such music or television audio to the extent noises or sounds emanating therefrom are in violation of the terms of this Lease. No flashing lights or searchlights which may be experienced outside the Demised Premises shall be permitted.

9.13 Tenant shall be required to enter into a separate contract, at Tenant's sole cost and expense, for the maintenance of any grease traps and connecting pipes thereto serving the Demised Premises and any equipment installed in connection therewith, and such cleaning and maintenance shall be performed as often as reasonably necessary, but not less than once per month. Tenant acknowledges that there is not a grease line presently servicing the Demised Premises. Tenant shall be solely responsible for the installation and maintenance of a grease trap for the Demised Premises and Landlord shall have no responsibility or obligation with respect thereto. Tenant's installation of a grease trap shall not be a condition to Tenant's obligations under this Lease. Landlord shall have the right to enter into a service agreement for the maintenance of such grease trap and Tenant shall be responsible for its share of the cost of such service which shall be prorated between Tenant and all other tenants connected to such system based upon the relative square footage of their respective premises. Tenant shall be liable for the additional cost of any maintenance or repairs to any of the pumps, pipes or other systems of the Building required as a result of Tenant's failure to comply with this provision or as a result of any abnormal disposal through such systems.

ARTICLE X. MAINTENANCE AND REPAIR OF DEMISED PREMISES

10.1 Landlord shall maintain or cause to be maintained the foundation, the exterior walls (except plate glass; windows, doors, door closure devices and other exterior openings; window and door frames, molding, locks and hardware, special store fronts; signs, placards, decorations or other advertising media of any type; and interior painting or other treatment of interior walls) and roof of the Building in good repair. Landlord, however, shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, assignees, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation of air conditioning equipment or any other roof penetration or placement, which may only be made with the prior written consent of Landlord); and the provisions of the previous sentence are expressly recognized to be subject to the provisions of Article XVII and Article XVIII of this Lease. In the event that the Demised Premises should become in need of repairs required to be made by Landlord under this Lease, Tenant shall give prompt written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after receipt by Landlord of such written notice (and provided that if Landlord has commenced any such repair

within a reasonable time after Landlord's receipt of any such notice and is diligently pursuing such repair then the time for completion for such repair shall be reasonably extended).

10.2 Tenant shall keep the Demised Premises in good, clean and habitable condition and shall at its sole cost and expense keep the Demised Premises free of insects, rodents, vermin and other pests and make all repairs and replacements of every kind, including replacements of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Section 10.1, Article XVII and Article XVIII. Without limiting the coverage of the previous sentence, it is understood that Tenant's obligations with respect to the maintenance and repair of the Demised Premises include the repair and replacement of all lighting, heating, air conditioning, plumbing and other electrical and mechanical equipment and fixtures and also include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above the Demised Premises and serving the Demised Premises. Tenant shall maintain a service contract for the regular seasonal maintenance of the air conditioning and heating equipment with a reputable contractor at all times during the Lease Term. If any repairs required to be made by Tenant under this Lease are not made within ten (10) days after written notice delivered to Tenant by Landlord (or such shorter period as indicated in such notice if the repairs are of an emergency nature, in Landlord's reasonable discretion), Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to Tenant's stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as Additional Rental under this Lease the actual cost of such repairs. At the expiration of this Lease, Tenant shall surrender the Demised Premises in good, broom clean condition, excepting reasonable wear and tear and losses required to be restored by Landlord in Section 10.1, Article XVII and Article XVIII of this Lease.

ARTICLE XI. ALTERATIONS

11.1 After completion of Tenant's Work, Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Demised Premises. Without limiting the generality of the immediately preceding sentence, any installation or replacement of Tenant's heating or air conditioning equipment must be effected strictly in accordance with Landlord's instructions. All alterations, additions, improvements and fixtures (including, without limitation, all floor coverings and all heating and air conditioning equipment and other mechanical systems, but excluding Tenant's unattached, readily movable furniture and office equipment) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises in good condition and repair and become the property of Landlord at the termination of this Lease without any payment therefor, unless Landlord requests their removal at the time of its approval the installation of such items in the Demised Premises, in which event Tenant shall remove the same and restore the Demised Premises to their original condition at Tenant's expense. Any personal property left in the Demised Premises by Tenant upon termination of this Lease may be disposed of by Landlord at Tenant's expense.

11.2 All construction work done by Tenant within the Demised Premises shall only be performed (a) lien free in accordance with Section 27.15 of this Lease, (b) with Landlord's prior express written approval, (c) in a good and workmanlike manner, (d) in compliance with all governmental requirements, (e) in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Building, and (f) by a contractor or contractor's approved by Landlord in writing prior to commencement of any such construction work, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall not make any alterations to or that would be inconsistent the exterior or structure of the Demised Premises or any alterations that would require modifications to the existing Site Plan or require a new site plan of the Demised Premises or the Building. Tenant hereby indemnifies Landlord and holds Landlord harmless against any loss, cost, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, cost, liability or damage. Upon completion of all approved improvements and alterations to the Demised Premises, Tenant, at Tenant's sole cost and expense, shall provide to Landlord complete "as-built" construction plans and specifications, including fixture plans, of the Demised Premises.

11.3 In the event that Landlord elects to remodel all or any portion of the Building, Tenant will cooperate with such remodeling, including Tenant's tolerating temporary

inconveniences (including, without limitation, the temporary removal of Tenant's signs in order to facilitate such remodeling, as it may relate to the exterior of the Demised Premises). Notwithstanding the foregoing, if Landlord requests that Tenant temporarily close as a result of any such remodeling, or if Tenant is prevented from operating in the Demised Premises as a result of an interruption in utility service to the Demised Premises as a result of any such remodeling (each, an "Interruption"), and Tenant in fact ceases its operations for business in the Demised Premises during such Interruptions, all Rent shall abate on a per diem basis from the date of such Interruption until such time as such Interruption has ceased and Tenant is again able to operate its business in the Demised Premises.

ARTICLE XII. LANDLORD'S RIGHT OF ACCESS

12.1 Landlord shall have the right, (but shall not be obligated) to enter upon the Demised Premises at all reasonable times upon prior notice (except in cases of emergency, where no such notice shall be required) for the purpose of inspecting the same or of making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Demised Premises to prospective purchasers, lessees or lenders. Landlord shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused Tenant on account of Landlord's performance or any repair, maintenance or replacement in the Demised Premises or any other work therein pursuant to Landlord's rights or obligations under this Lease.

12.2 Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last ninety (90) days of the Lease Term, it being understood that such signs shall in no way affect Tenant's obligations pursuant to Section 13.1 or any other provision of this Lease.

12.3 Use of the roof above the Demised Premises is reserved to Landlord, and Landlord shall, at all times, have free and unobstructed right of access thereto.

12.4 Tenant shall permit Landlord to use, maintain and repair pipes, cables, conduits, plumbing, vents and wire in, to and through the Demised Premises as often and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the Building, provided that such work shall be performed with a minimum of disruption to Tenant and the business conducted at the Demised Premises.

ARTICLE XIII. SIGNS; STORE FRONTS

13.1 Tenant shall not, without Landlord's prior written consent, (a) make any changes to the store front, (b) install any exterior lighting, decorations, paintings, awnings, canopies or the like, or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises. Tenant shall not place any merchandise, showcases, pay telephones, ice machines, rides or other obstructions on the outside of the Demised Premises, on the sidewalks, or in any lobby or passageway adjoining the same which shall extend beyond the border line of the Demised Premises. All signs, lettering, placards, decorations and advertising media (including, without limitation, the sign permitted by Section 13.2 below) shall conform in all respects to all applicable laws, any sign criteria established by Landlord for the Building and shall be subject in all respects to Landlord's prior written approval, which shall not be unreasonably withheld, including, without limitation, all specifications as to construction, method of attachment, size, number, location, shape, height, lighting, color, content, style and general appearance. All signs shall be kept in good condition and in proper operating order at all times.

13.2 Subject to the restrictions of Section 13.1 above, Tenant agrees to install and maintain, at Tenant's sole cost and expense, as fully operative throughout the term of this Lease signs in and about the Demised Premises, including a blade sign, in accordance with all laws and ordinances and with Landlord's sign criteria for the Building as they may be established from time to time. Upon vacation of the Demised Premises or the removal or alteration of Tenant's signs for any reason, Tenant shall be responsible for the repair, painting and/or replacement of the building fascia surface where signs were attached.

ARTICLE XIV. UTILITIES

14.1 Landlord agrees to cause to be provided to the Building mains, conduits and other facilities necessary to supply water, electricity, telephone service and sewerage service to the Building in which the Demised Premises is located.

14.2 Commencing on the Delivery Date, Tenant shall promptly pay all charges for electricity, water, internet, cable and telephone service, sewerage service and other utilities furnished to the Demised Premises, including application deposits and installation charges for meters or for consumption or use of utilities. Tenant shall arrange to have all utilities to the Demised Premises to be separately metered in Tenant's name, except for electricity which shall be submetered and for water and sewer, which shall be a separate charge (the "W&S Charge"), payable by Tenant monthly at the rate of \$40.00 per month as Additional Rental on the first day of each month of the term of this Lease commencing on the Commencement Date. Landlord may, if Landlord so elects, furnish one or more utility services to Tenant, such as in the case of electricity, and in such event Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay as Additional Rental Tenant's proportionate share of the charges for such utility services. Notwithstanding the above, as to the charges for which such proportionate share, when applied uniformly, would have an inequitable result (including as a result of Tenant's excessive use of mechanical systems, such as HVAC, serving the Demised Premises), Landlord will determine the percentage that Landlord reasonably deems to be equitable. In addition, if certain utilities are furnished to the Demised Premises in common with other premises, then Landlord may (a) estimate the amount used by each and bill each accordingly, or (b) install, at Tenant's expense, a sub-meter, in which event Landlord will bill each Tenant for the amount used according to that Tenant's sub-meter. Tenant shall have the right to review, upon reasonable advance written notice, copies of Landlord's utility bills for all utilities that Landlord provides to the Demised Premises, provided Tenant shall only have the right to review such bills if it has paid all utility charges due and payable hereunder and in no event shall Tenant be permitted to review any other utility bills other than those applicable to the Building for the immediately preceding billing cycle. The consumption of refrigerant by the HVAC serving the Demised Premises shall be measured by a submeter or flow meter. Landlord will bill back Tenant monthly for all such usage by the Demised Premises and Tenant shall pay Landlord monthly, within thirty (30) days of demand, for the actual cost to Landlord. Except with respect to the W&S Charge, which shall be due and payable without any additional statement, any amounts Landlord bills to Tenant under the terms of this Section 14.2 will be considered Additional Rental and will be due within thirty (30) days after the date upon which Landlord delivers such bill to Tenant. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Demised Premises to the public utility, if any, furnishing such service. Tenant agrees to have all utility services transferred into its name on the date of delivery of possession of the Demised Premises by Landlord to Tenant.

14.3 Landlord shall not be liable for any interruption whatsoever in utility services not furnished by Landlord, nor for interruptions in utility services furnished by Landlord which are due to fire, accident, strike, acts of God or other causes beyond the control of Landlord, nor for any interruption occurring in order to make alterations, repairs or improvements.

ARTICLE XV. INSURANCE COVERAGES

15.1 Landlord shall procure and maintain throughout the term of this Lease a policy or policies of insurance (subject to Article VI above), causing the Building to be insured under property insurance and liability insurance (plus whatever endorsements or special coverages Landlord, in its sole discretion, or Landlord's mortgagee may consider appropriate).

15.2 Tenant, at Tenant's sole cost and expense, beginning on the Commencement Date, shall procure, pay for and keep in full force and effect the following types of insurance, in at least the amounts and in the forms specified below:

- (a) Commercial general liability insurance with coverage limits of not less than the combined single limit for bodily injury, personal injury, death and property damage liability per occurrence of One Million and No/100 Dollars (\$1,000,000.00) or the current limit carried by Tenant, whichever is greater, and a general aggregate limit per location of at least Two Million and No/100 Dollars (\$2,000,000.00) insuring against any and all liability of the insureds with respect to the Demised Premises or arising

out of the maintenance, use or occupancy of the Demised Premises or related to the exercise of any rights of Tenant pursuant to this Lease. In the event Landlord or Landlord's first mortgagee or beneficiary deems it reasonably necessary to increase the amounts or limits of insurance required to be carried by Tenant under this Lease, Landlord may reasonably increase such amounts or limits of insurance and Tenant shall increase the amounts or limits of the insurance required to be carried by Tenant under this Lease and shall provide Landlord with original certificates indicating the increased amounts or limits as provided in Section 15.2 of this Lease. All such liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property set forth in Section 16.1. Further, all liability insurance shall include, but not be limited to, personal injury, blanket contractual, cross-liability and severability of interest clauses, products/completed operations, broad form property damage, independent contractors, owned, non-owned and hired vehicles, fire and extended coverage legal liability, and, if alcoholic beverages are served, sold, consumed or obtained in the Demised Premises, as otherwise permitted hereunder, liquor liability.

- (b) Statutory Umbrella Liability coverage in the amount of at least Five Million and No/100 Dollars (\$5,000,000.00).
- (c) Worker's Compensation Insurance as required by law, and Employer's Liability Insurance, with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) / One Million and No/100 Dollars (\$1,000,000.00) / One Million and No/100 Dollars (\$1,000,000.00).
- (d) The equivalent of ISO Special Form Property Insurance covering Tenant's trade fixtures, furniture, inventory and equipment used in the Demised Premises, providing protection to the extent of one hundred percent (100%) of the replacement cost of such property, less a commercially reasonable deductible, not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00). This policy also shall include Business Interruption coverage in an amount sufficient to cover the Minimum Guaranteed Rental and other sums payable under this Lease for a period of twelve (12) months commencing with the date of loss.
- (e) Plate glass insurance covering all plate glass on the Demised Premises at full replacement value. Tenant shall have the option either to insure the risk or to self-insure.
- (f) Any insurance policies designated necessary by Landlord with regard to Tenant's Work, or Tenant's contractors' construction thereof, as well as with regard to the construction of alterations including, but not limited to, contingent liability and "all risks" builders' risk insurance, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00).

15.3 All policies of insurance provided for in this Lease shall be issued by insurance companies with general policy holder's rating of not less than A and a financial rating of not less than Class VI, as rated in the most current available "Best's Key Rating Guide", and which are qualified to do business in the state in which the Demised Premises are located. All such policies shall name Landlord, Landlord's property manager, Landlord's mortgagee(s) or beneficiary(ies) as additional insureds. Legally enforceable certificates thereof shall be delivered to Landlord prior to Tenant, its agents or employees, entering the Demised Premises for any purpose, together with satisfactory evidence of proof of payment of premiums. Thereafter, certificates thereof shall be delivered to Landlord (within thirty (30) days prior to the expiration of the term of each policy). All policies of insurance delivered to Landlord must contain a provision that the company writing the policy will give to Landlord at least thirty (30) days' notice in writing, in advance, of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty policies shall be endorsed to read that such policies are primary policies and that any insurance carried by Landlord shall be noncontributing with respect to such policies.

15.4 Tenant shall not do any act in or about the Demised Premises which will tend to increase the insurance rates upon the Demised Premises or the Building. Tenant agrees to pay to Landlord, upon demand, the amount of any increase in premium for insurance resulting from Tenant's use of the Demised Premises, whether or not Landlord shall have consented to the act on the part of Tenant. If Tenant installs upon the Demised Premises any electrical equipment which constitutes an overload of the electrical lines servicing the Demised Premises, Tenant, at Tenant's own expense, shall make whatever changes are necessary to comply with the requirements of the insurance underwriters and any appropriate governmental authority.

ARTICLE XVI. INDEMNIFICATION; MUTUAL WAIVER OF SUBROGATION

16.1 To the fullest extent permitted by law, Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Tenant or any other person occurring from and after the Commencement Date (or such earlier date if Tenant is given access to the Demised Premises) from any cause whatsoever related to the use, occupancy or enjoyment of the Demised Premises by Tenant or any person thereon or holding under Tenant including, but not limited to, damages resulting from any labor dispute, except to the extent that such damages result from Landlord's gross negligence or intentional misconduct. Tenant shall indemnify, protect, defend and hold Landlord harmless from claims, actions, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) in connection with loss of life, bodily or personal injury or property damage: (i) arising from the occupancy or use by Tenant of the Demised Premises; (ii) caused by any negligent, grossly negligent, intentional and/or willful act or omission by Tenant, its agents, contractors, employees, licensees or concessionaries; or (iii) resulting from a breach of this Lease by Tenant. For purposes of this Section 16.1, the term "Landlord" shall include its partners, members, managers, shareholders, officers, directors, and employees, as applicable, as well as any person or entity with which Landlord contracts to manage the Building.

16.2 The indemnification obligations of Tenant under this Article XVI shall survive the expiration and earlier termination of the Lease Term with respect to any occurrences before the effective date of such expiration or termination.

16.3 Each policy of property insurance required by this Lease shall contain an endorsement in which the insurance company waives any right of subrogation that it may acquire against Landlord or Tenant by virtue of payment of any loss under such policy. In addition, Landlord and Tenant each waives any claims it may have against the other arising out of any casualty that would be covered under the ISO Causes of Loss-Special Form Coverage (formerly known as "all-risk"), including any deductible thereunder (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance or self-insures the loss or damage) or which right of recovery arises from any loss or damage that could be insured under time element insurance, including without limitation loss of earnings or rents resulting from loss or damage caused by such a peril, without giving effect to any deductible amounts or self-insured risks.

ARTICLE XVII. DAMAGES BY CASUALTY

17.1 Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

17.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under ISO special form property insurance or its equivalent and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord may proceed with reasonable diligence upon receipt of all insurance proceeds and at its sole cost and expense to rebuild and repair the Demised Premises, provided Landlord's lender expressly consents thereto. In the event (a) the Building in which the Demised Premises is located shall be destroyed or substantially damaged by a casualty not covered by Landlord's insurance, or (b) Landlord's architect certifies that the extent of such damage or destruction is twenty percent (20%) or more of the replacement value of such Building immediately prior to the occurrence of such damage or destruction or (c) the holder of a mortgage, deed of trust or other lien on the Demised Premises at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord

may elect either to terminate this Lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty and, if Landlord elects to rebuild and repair, shall proceed to do so with reasonable diligence and at no cost and expense to Tenant. If Landlord elects to terminate this Lease, then this Lease shall terminate at the end of the calendar month in which notice of termination is given and Landlord shall refund to Tenant any Rent previously paid by Tenant and pertaining to the period after the date of the casualty.

17.3 Landlord's obligation to rebuild and repair under this Article XVII shall in any event be limited to restoring the Demised Premises such that Landlord's Work shall be restored, as described in the applicable exhibit attached to this Lease, to substantially the same condition in which the same existed prior to the casualty. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant, or, if a Work Letter describing Tenant's Work is attached hereto, all items of Tenant's Work as described in such exhibit, as the case may be. Notwithstanding anything in this Lease to the contrary, Landlord's obligations under this Lease to rebuild and repair the Demised Premises shall be limited in any events to the amount of insurance proceeds recovered by Landlord under its insurance policy or policies as a result of a casualty.

17.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises, Tenant will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Guaranteed Rental shall be reduced to such extent as may be fair and reasonable under the circumstances.

17.5 Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Demised Premises when damages resulting from any casualty covered by this Article XVII occur during the last twelve (12) months of the Term or any extension thereof, but if Landlord determines not to repair such damages, Landlord shall notify Tenant and if such damages shall render any material portion of the Demised Premises untenable Tenant shall have the right to terminate this Lease by notice to Landlord within fifteen (15) days after receipt of Landlord's notice.

17.6 Upon the written request of Tenant, Landlord shall deliver to Tenant an estimate prepared by a reputable, independent contractor selected by Landlord setting forth such contractor's estimate as to the time reasonably required to repair the damage to the Demised Premises and Building from damage resulting from casualty covered by this Article XVII. If the period to repair set forth in any such estimate exceeds nine (9) months after Landlord receives all applicable permits and insurance proceeds (or ninety (90) days in the case of damages occurring during the last twelve (12) months of the Term), Tenant shall have the right to terminate this Lease by written notice to Landlord given not later than forty-five (45) days after Tenant's receipt of such estimate. If Tenant makes such election, the Term shall expire as of the 45th day after written notice of such election is given to Landlord by Tenant. If Tenant elects not to terminate this Lease as provided above, but Landlord fails to substantially complete the restoration within thirty (30) days after the period set forth in such estimate, Tenant shall have the right to terminate this Lease by notice to Landlord given at any time prior to the date Landlord substantially completes such restoration.

ARTICLE XVIII. EMINENT DOMAIN

18.1 If more than thirty percent (30%) of the Rentable Area of the Demised Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and all Rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

18.2 If less than thirty percent (30%) of the Rentable Area of the Demised Premises should be taken as aforesaid, and Landlord's lender consents to the restoration of the Demised Premises, this Lease shall not terminate; however, the Minimum Guaranteed Rental payable under this Lease during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking and Landlord's receipt of any condemnation award, Landlord shall

make all necessary repairs or alterations to the remaining premises in accordance with the Landlord's Work as set forth in Exhibit B attached to this Lease to make the remaining portions of the Demised Premises an architectural whole.

18.3 If any substantial part of the Building shall be taken as aforesaid, and regardless of whether or not the Demised Premises or any part thereof is so taken or appropriated, either party shall have the right in its sole discretion to terminate this Lease, as of the date that taking or appropriation becomes effective.

18.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises, the Building or Common Area shall be the property of Landlord, and Tenant hereby assigns its interest therein, if any, to Landlord. Tenant shall be allowed to claim and receive damages for moving expenses and loss of business, provided that such damages do not reduce the award payable to Landlord.

ARTICLE XIX. ASSIGNMENT AND SUBLETTING

19.1 Except as expressly permitted in Section 19.2, Tenant shall not, voluntarily or by operation of law, assign, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Demised Premises, or sublease all or any part of the Demised Premises, without first obtaining the prior written consent of Landlord in each and every instance, which consent shall not be unreasonably withheld, conditioned or delayed provided that in each case the proposed transferee meets the following qualifications: (i) the proposed transferee has a tangible net worth (exclusive of residences, personal property and good will) greater than or equal to the net worth of Tenant as of the Effective Date hereof, or the date of the proposed transfer (whichever is greater), as evidenced by certified financial statements supplied by such proposed subtenant or assignee to Landlord; (ii) the proposed transferee has a minimum of ten (10) years of relevant experience and a good reputation in the restaurant industry; (iii) the proposed transferee shall conduct its business in accordance with the Permitted Use; (iv) the proposed transferee which is an assignee assumes in writing all of Tenant's obligations hereunder and the proposed transferee which is a subtenant shall agree in writing not to violate the provisions of this Lease; (v) neither Tenant nor any guarantor of this Lease is not released from any of its obligations to perform and pay Rent under this Lease or the Guaranty; (vi) any such transfer does not violate the exclusive or prohibited uses of the Building in effect as of the date of such proposed transfer, including those described in Exhibit I attached hereto; (viii) the proposed transferee has at least two (2) other restaurants; and (ix) the principal purpose of the transaction shall not be to circumvent the provisions of this Article 19. Any Transfer which is made without prior written consent of Landlord shall be null and void and of no force and effect whatsoever. Receipt by Landlord of amounts payable under this Lease from any party other than Tenant shall not be deemed to operate as a consent to an assignment or sublease.

19.2 Any transfer of a direct or indirect interest in Tenant that results in a change of control of Tenant shall constitute an assignment for purposes of this Lease which is prohibited without the written consent of Landlord. In no event shall Tenant be permitted to use a series of one or more Permitted Assignments to "spin-off" this Lease to an affiliate corporation or other entity whose assets consist solely of this Lease and the rights granted herein and thereafter sell the stock or membership interests of such affiliate entity to an independent third party.

19.3 If Landlord consents to any transfer of Tenant's interest in this Lease, or if Landlord's consent is not required, then the term "Tenant" shall thereafter be deemed to include, without further reference, the party to whom such interest is transferred, such as any subtenant, assignee, concessionaire or licensee. Any consent by Landlord is expressly conditioned upon Tenant's delivery to Landlord of a copy of the assignment document, in which the assignee shall agree in writing to assume all outstanding obligations of Tenant at the effective date of such assignment and all obligations to be performed by Tenant under this Lease arising after the effective date of this assignment. Notwithstanding any assignment or sublease permitted by this Lease or consented to by Landlord, Tenant and any guarantor of this Lease shall remain fully liable for the performance of all of the terms of this Lease, even if this Lease is amended. Notwithstanding the foregoing, in the case of any amendment without assignor-Tenant's written consent, after assignment, assignor-Tenant's obligations shall be limited to those existing at the time of assignment.

19.4 In the event of an assignment or sublease that requires Landlord's consent, Tenant agrees to pay Landlord the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00),

as Additional Rental, for costs incurred by Landlord in connection with the processing of the assignment or sublease. Such amount shall be paid by Tenant to Landlord at the time it requests Landlord's consent.

19.5 Reserved.

19.6 If Tenant assigns this Lease, or subleases all or substantially all of the Demised Premises, and the Rent and other amounts payable by the assignee or subtenant exceed the Rent and other amounts payable by Tenant under this Lease, then one-half (1/2) of the excess shall be paid to Landlord monthly in arrears, on or before the first day of each calendar month, as Additional Rental. The excess payable to Landlord shall be deemed to include any monthly rent or other payment accruing to Tenant as the result of any such assignment, transfer or sublease, including any lump sum or periodic payment in any matter relating to such assignment, transfer or sublease, which is in excess of the rent then payable by Tenant under the Lease.

19.7 If at any time Tenant wants to assign, sublet or otherwise transfer all or part of the Demised Premises or this Lease, then Tenant shall give written notice to Landlord ("Sublease Proposal Notice") of the proposed assignment or the area proposed to be sublet (the "Proposed Sublet Space"), the term for which Tenant desires to sublet the Proposed Sublet Space, financial statements of the proposed assignee or sublessee, a history of the proposed assignee or sublessee showing among other things previous experience, the financial terms of the proposed assignment or sublease between Tenant and the proposed assignee or sublessee, a narrative description of the intended use of the Demised Premises and such other information as Landlord shall reasonably request. Landlord shall have the right in its sole and absolute discretion to terminate this Lease. Landlord shall exercise such right by sending Tenant written notice within forty-five (45) days after Landlord's receipt of the Sublease Proposal Notice. If the Proposed Sublet Space does not constitute the entire Demised Premises and Landlord elects to terminate this Lease with respect to the Proposed Sublet Space, then (i) Tenant shall tender the Proposed Sublet Space to Landlord on a date specified in Landlord's notice (not more than sixty (60) days after the date of such notice) as if such specified date has been originally set forth in this Lease as the expiration date of the Lease Term.

19.8 Notwithstanding anything contained in this Lease to the contrary, Landlord shall have an absolute, unequivocal right to assign or transfer its interest in this Lease, whether as collateral or absolutely, to any party whatsoever whether or not such party is related to Landlord, and Tenant covenants and agrees that this Lease shall remain in full force and unaffected by such transfer or assignment. In the event of the transfer or assignment by Landlord of its interest in this Lease and/or in the Building containing the Demised Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations under this Lease, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations under this Lease may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto. Landlord's assignment of this Lease or of any or all of its rights herein shall in no matter affect Tenant's obligations hereunder Tenant shall thereafter attorn and look to such assignee as Landlord, provided Tenant has received written notice of such assignment of Landlord's interest.

ARTICLE XX. SUBORDINATION; ATTORNMENT; ESTOPPELS

20.1 Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien, or any matters affecting record title to the property upon which the Building is constructed, presently existing or hereafter placed upon the Building, and to any renewals and extensions thereof. Tenant agrees that any mortgagee shall have the right at any time to subordinate its mortgage, deed of trust or other lien to this Lease; provided, however, notwithstanding that this Lease may be (or made to be) superior to a mortgage, deed of trust or other lien, the mortgagee shall not be liable for prepaid rentals, security deposits and claims accruing during Landlord's ownership; further provided that the provisions of a mortgage, deed of trust or other lien relative to the rights of the mortgagee with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and provisions relative to proceeds arising from insurance payable by reason of damage to or destruction of the Demised Premises shall be prior and superior to any contrary provisions contained in this Lease with respect to the payment or usage thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien, or any

matter affecting record title to the real property upon which Building is located, and Tenant agrees upon demand to execute further instruments subordinating this Lease as Landlord may reasonably request. Landlord hereby agrees to use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from any current mortgagee on such party's then current standard form of agreement; provided, in no event shall Tenant's obligations under the terms of this Lease, including the obligation to subordinate and attorn to any such mortgagee in accordance with the terms of this Section 20.1, be conditioned upon Landlord's performance of Landlord's agreement to exercise commercially reasonable efforts in the immediately preceding sentence.

20.2 At any time when the holder of an outstanding mortgage, deed of trust or other lien covering Landlord's interest in the Demised Premises has given Tenant written notice of its interest in this Lease, Tenant may not exercise any remedies for default by Landlord under this Lease unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time thereafter (not less than thirty (30) days) shall have elapsed without the default having been cured.

20.3 Tenant specifically agrees that this Lease shall be expressly subject to, inferior and subordinate to all matters filed of record in Washtenaw County, Michigan as of the Effective Date hereof (collectively, the "Permitted Exceptions"). Tenant agrees that it shall at all times strictly comply with the terms of the Permitted Exceptions.

20.4 Tenant agrees that it will from time to time upon request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord) or a mortgagee or proposed mortgagee of Landlord, which statement shall identify Tenant and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default, specifying any default), shall confirm Tenant's agreements contained above in this Article XX, and shall contain such other information or confirmations as Landlord or a mortgagee or proposed mortgagee of Landlord may reasonably require. Notwithstanding anything contained in this Lease to the contrary, in the event that any lender holding a lien which encumbers the Building requests a change to be made to this Lease which does not materially increase the obligations of Tenant under this Lease or materially and adversely reduce Tenant's rights under this Lease, Tenant covenants and agrees that it shall cooperate with Landlord in accommodating the request of such Lender by modifying the provisions of this Lease.

ARTICLE XXI. COMPETITION

21.1 Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of Rent) and Tenant's general contribution to commerce within the Building (also important in Landlord's determination to execute this Lease with Tenant) will be substantially reduced if during the term of this Lease, either Tenant or any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Building. Accordingly, Tenant agrees that if during the term of this Lease, or any extension hereof, either Tenant or any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant (and also, in the event Tenant is a corporation, if any officer or director thereof or shareholder owning more than ten percent (10%) of the outstanding stock thereof, or parent, subsidiary or related or affiliated corporation) either directly or indirectly commences operation of any restaurant having a fast casual Asian menu or a similar or related theme, or in any manner competes with the business provided herein to be conducted by Tenant at the Demised Premises (collectively, "Competition"), within the Kerrytown district of Ann Arbor, MI or the Main Street Area of downtown Ann Arbor, MI (as defined by the Main Street Area Association), which Tenant acknowledges is a reasonable area for the purpose of this provision, then in such event, the Minimum Guaranteed Rental payable by Tenant under this Lease shall be increased to an amount equal to one hundred twenty-five percent (125%) of the amount stipulated in Section 1.2(m) and Section 4.1 of this Lease, or the amount of Minimum Guaranteed Rental payable during any Renewal Term, which higher amount shall continue to be payable during the entire period of such Competition. The adjustment in Minimum Guaranteed Rental reflects the estimate of the parties as to the damages which Landlord would likely incur by reason of the diversion of business and customer traffic from the Demised Premises and Building due to such Competition

within such radius, as a proximate result of such Competition. This Section 21.1 shall not apply to any existing store presently being operated by Tenant as of the date hereof, provided there is no change in the size, merchandise mix or trade name of such commercial establishment. Finally, Tenant agrees that Landlord may waive, for any reason whatsoever, all rights granted to Landlord pursuant to this Section 21.1 and may sever this Section from the remainder of this Lease (thereby keeping the remainder of this Lease unmodified and in full force and effect).

21.2 Competing Business. So long as (i) no default has occurred under this Lease beyond any applicable notice and cure period, and (ii) Tenant is open for business fully staffed, stocked, and fixtured for the Permitted Use, Landlord hereby covenants and agrees that throughout the Lease Term, and any renewal terms exercised pursuant to the option or otherwise granted, Landlord will not enter into any new lease or affirmatively consent to a change in an existing use (where Landlord has discretionary right to reject such a change in use) permitting the operation of any restaurant in the Building who primarily operates for business as an Asian themed restaurant with primarily Asian cuisine items on its menu (the "Covenant").

The Covenant shall not restrict or apply to any existing tenant or occupant under an existing lease at the Retail Center as of the date of this Lease. If there is a violation of the Covenant, then Tenant shall provide Landlord with written notice of such violation.

If at any time during the Lease Term, a default occurs beyond any applicable notice and cure period or Tenant ceases to use the Demised Premises for Tenant's Permitted Use for a period of ninety (90) consecutive days or more (closures for casualty, condemnation or remodeling excepted), the Covenant shall be immediately and automatically null and void and of no further force or effect.

ARTICLE XXII. DEFAULT BY TENANT AND REMEDIES

22.1 Each of the following events shall be deemed to be an event of default by Tenant under this Lease ("Events of Default"):

- (a) If Tenant shall fail to pay when due any installment of Minimum Guaranteed Rental, any payment of Additional Rental or any other obligation under this Lease involving the payment of money when such amount is due and such failure continues for a period of five (5) days after written notice from Landlord, provided that Landlord need not send such notice to Tenant more than two (2) times in any twelve (12) month period, and thereafter, any failure of Tenant to pay when due any installment of Rent or any other obligation under this Lease involving the payment of money shall be an immediate Event of Default under this Lease.
- (b) If Tenant shall fail to comply with any term, provision or covenant of this Lease, other than as described in subsection (a) above, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant; provided, however, that such 30-day period shall be extended (but in no event shall such period be extended to more than 60 days) if and to the extent that such cure cannot reasonably be completed within 30 days provided Tenant commences such cure within 30 days after written notice thereof and thereafter diligently pursues such cure to completion.
- (c) If Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- (d) If Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition seeking relief, or a petition seeking an order for relief against Tenant or a guarantor of Tenant's obligations under this Lease, is filed under any Section or chapter of Title 11 of the United States Code, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

- (e) If a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligation under this Lease.
- (f) If Tenant shall desert or vacate the Demised Premises or any substantial portion of the Demised Premises or shall remove, without the prior written consent of Landlord, all or a substantial amount of Tenant's goods, wares, equipment, fixtures, furniture, or other personal property.
- (g) If a lien is filed against the Demised Premises, the Building or Landlord's interest therein as a result of work, labor, services or materials performed, furnished or alleged to be performed or finished to or for Tenant and Tenant fails to have such lien vacated and cancelled of record or bonded over within fifteen (15) days of the filing thereof.
- (h) If Tenant shall transfer Tenant's interest in this Lease in contravention of Article XIX hereof.

22.2 Upon the occurrence of any one or more of such Events of Default, Landlord shall have the option to pursue any one or more of the following remedies, in addition to, and not in limitation of any other right or remedy available to Landlord at law or in equity or elsewhere under this Lease:

- (a) Without any further notice or demand whatsoever, Tenant shall be obligated to reimburse Landlord for the damages suffered by Landlord as a result of the occurrence of the Event of Default, and Landlord may pursue a monetary recovery from Tenant. Without any further notice or demand whatsoever, Landlord may take any one or more of the actions permissible at law to insure performance by Tenant of Tenant's covenants and obligations under this Lease. In this regard, and without limiting the generality of the immediately preceding sentence, it is agreed that if Tenant fails to open for business as required in this Lease or, having opened for business, deserts or vacates the Demised Premises, Landlord may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Tenant the monthly rentals and other charges provided in this Lease, without any obligation to relet; however, if Landlord does, at its sole discretion, elect to relet the Demised Premises, such action by Landlord shall not be deemed as an acceptance of Tenant's surrender of the Demised Premises unless Landlord expressly notifies Tenant of such acceptance in writing pursuant to this subsection (b), Tenant hereby acknowledging that Landlord shall otherwise be reletting as Tenant's agent and Tenant furthermore hereby agreeing to pay to Landlord on demand any deficiency that may arise between monthly rentals and other charges provided in this Lease and amounts actually collected by Landlord. It is further agreed in this regard that in the event of any default described in Section 22.1 of this Lease, Landlord shall have the right to enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.
- (b) Landlord may terminate Tenant's right of possession under this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent (including any late charge or interest which may have accrued pursuant to Section 4.4 of this Lease), enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for

prosecution or any claim for damages therefor. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of Rent. In addition, Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may have suffered by reason of any termination effected pursuant to this subsection (c), said loss and damage to be determined by either of the following alternative measures of damages:

- (i) Until Landlord is able, through reasonable efforts, the nature of which efforts shall be at the sole discretion of Landlord, to relet the Demised Premises, Tenant shall pay to Landlord on or before the first day of each calendar month, the monthly Rent and other charges provided in this Lease. After the Demised Premises have been relet by Landlord, Tenant shall pay to Landlord on the twentieth (20th) day of each calendar month the difference between the monthly Rent and other charges provided in this Lease for such calendar month and the amount that is actually collected by Landlord for such month. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Landlord from subsequent tenants for any calendar month, in excess of the monthly Rent and other charges provided in this Lease, shall be credited to Tenant in reduction of Tenant's liability for any calendar month for which the amount collected by Landlord will be less than the monthly Rent and other charges provided in this Lease; but Tenant shall have no right to such excess other than the above-described credit.
 - (ii) When Landlord desires, Landlord may demand a final settlement. Upon demand for a final settlement, Landlord shall have a right to, and Tenant hereby agrees to pay, the difference between the total of all monthly Rent and other charges provided in this Lease for the remainder of the Lease Term and the reasonable rental value of the Demised Premises for such period, such difference to be discounted to present value at a rate equal to four percent (4%) per annum.
- (c) Landlord may terminate this Lease and recover from Tenant and Tenant hereby agrees to pay all damages Landlord may incur by reason of such default and the difference between the total of all Rent and other charges provided in this Lease for the remainder of the Lease Term and the reasonable rental value of the Demised Premises for such period, such difference to be discounted to present value at a rate equal to four percent (4%) per annum.
 - (d) Notwithstanding anything to the contrary contained in this Lease, Landlord shall have no duty to mitigate damages following any Event of Default by Tenant, and Tenant does hereby expressly and fully waive any and all rights, claims, counterclaims, defenses and/or offsets of every kind and character based upon Landlord's failure to mitigate damages following an Event of Default by Tenant.

If Landlord elects to exercise the remedy prescribed in subsection 22.2(b) above, this election shall in no way prejudice Landlord's right at any time thereafter to cancel said election in favor of the remedy prescribed in subsection 22.2(c) or (d) above, provided that at the time of such cancellation Tenant is still in default. Similarly, if Landlord elects to compute damages in the manner prescribed by subsection 22.2(c)(i) above, this election shall in no way prejudice Landlord's right at any time thereafter to demand a final settlement in accordance with subsection 22.2(c)(ii) above. Pursuit of any of the above remedies shall not preclude pursuit of any other remedies prescribed in other Sections of this Lease and any other remedies provided by

law. Forbearance by Landlord to enforce one or more of the remedies provided in this Lease upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

22.3 It is expressly agreed that in determining "the monthly Rent and other charges provided in this Lease", as that term is used throughout subsections 22.2(c)(i) and 22.2(c)(ii) above, the charges for maintenance of the Common Area (as specified in Article VII of this Lease), and the payments for taxes, charges and insurance (as specified in Article VI of this Lease) shall be added to the Minimum Guaranteed Rental.

22.4 It is further agreed that, in addition to payments required pursuant to subsections 22.2(b), 22.2(c) and 22.2(d) above, Tenant shall compensate Landlord for all expenses incurred by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Demised Premises and attorneys' fees), all expenses incurred by Landlord in reletting (including, without limitation, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct or indirect result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants of the Building) and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided in this Lease and under applicable law.

22.5 Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant contained in this Lease without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord under this Lease shall be deemed cumulative and not exclusive of each other.

22.6 If on account of any breach or default by Tenant in its obligations under this Lease, Landlord shall employ an attorney to prosecute, enforce or defend any of Landlord's rights or remedies under this Lease, Tenant agrees to pay any attorneys' fees incurred by Landlord in such connection.

22.7 Security Deposit. Tenant acknowledges its obligation to deposit with Landlord the sum stated in Section 1.2(i) above, to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. Tenant agrees that such deposit may be co-mingled with Landlord's other funds and is not an advance payment of Rent or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided in this Lease or provided by law, use such fund (together with the balance of any CAM Charges, real estate charge estimated deposits, and/or insurance expense estimated deposits then held by or in the custody or control of Landlord) to the extent necessary to make good any arrears of Rent and any other damage, injury, expense or liability caused to Landlord by such event of default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not then in default under this Lease, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this Lease (subject to the provisions of Section 19.8 above).

22.8 No re-entry or taking of possession of the Demised Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting or re-entry or taking of possession, Landlord may at any time thereafter elect to terminate this Lease. The pursuit of any remedy provided in this Lease or any other remedies provided by law shall not constitute a forfeiture or waiver of any Rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. The loss or damage Landlord may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Landlord following possession. Should Landlord at any time terminate this Lease for any Event of Default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of or as a result of such Event of Default, including the cost of recovering the Demised Premises and the loss of Rent for the remainder of the Lease Term.

22.9 Without waiving any other available rights and remedies, in the event Tenant fails to pay any sum due under this Lease within ten (10) days from the due date specified in this

Lease, such past due amount shall accrue, and Tenant shall be liable for, interest from the original due date until paid at an annual rate equal to the Maximum Rate whether or not a particular provision in this Lease states that interest will accrue. A service charge of One Hundred and No/100 Dollars (\$100.00) will be assessed, as Additional Rental, for handling a returned check. In the event suit is brought under this Lease, the prevailing party shall be awarded attorneys' fees and costs whether incurred before trial, at trial or on appeal.

ARTICLE XXIII. LANDLORD'S CONTRACTUAL SECURITY INTEREST

23.1 In addition to any security or lien interest arising out of operation of law or statute, Tenant grants Landlord a valid security interest upon all of Tenant's equipment, fixtures, furniture, improvements and any other personal property presently in or which may hereafter be situated within the Premises, and all proceeds from sales therefrom. Tenant agrees to execute and deliver to Landlord, a financing statement on Form U.C.C.-1, and if Tenant fails to deliver said document, Landlord shall have the right to execute the form as Tenant's attorney-in-fact. Notwithstanding the foregoing, Landlord hereby agrees to subordinate any such lien (whether statutory or otherwise) to any bona fide third party lender of Tenant pursuant to the terms of a written agreement of subordination reasonably acceptable to Landlord.

ARTICLE XXIV. HOLDING OVER

24.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease with the consent of Landlord but without the execution of a new lease, Tenant shall be deemed to be occupying said premises as a tenant from month to month at a rental equal to the Minimum Guaranteed Rental and all Additional Rental provided in this Lease plus fifty percent (50%) of such amounts and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Either party shall have the right to terminate such tenancy upon thirty (30) days' written notice to the other. In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease without the consent of Landlord, (i) such event shall be an immediate Event of Default under this Lease, (ii) Tenant shall be deemed to be occupying said premises as a tenant at sufferance at a rental equal to the Minimum Guaranteed Rental and all Additional Rental provided in this Lease plus one hundred percent (100%) of such amounts and (iii) Landlord shall have all rights and remedies available to Landlord under this Lease and at law.

ARTICLE XXV. NOTICES

25.1 All notices provided for in this Lease shall be in writing and shall be deemed to be given (a) upon the earlier to occur of: (i) actual receipt; (ii) refusal thereof; or (iii) three (3) days after having been sent, if notice was sent by prepaid registered or certified mail, return receipt requested; or (b) one (1) day after having been sent, if notice was sent by an overnight courier service which requires the recipient to sign a receipt; addressed to the respective party at its respective addresses set out in Section 1.1 of this Lease. Either party may, from time to time, by giving ten (10) days prior written notice as provided above, designate a different address to which notices to it shall be sent.

ARTICLE XXVI. REGULATIONS

26.1 Landlord and Tenant acknowledge that there are in effect federal, state, county and municipal laws, orders, rules, directives and regulations (collectively referred to hereinafter as the "Regulations") and that additional Regulations may hereafter be enacted or go into effect, relating to or affecting the Demised Premises or the Building, and which may concern the impact on the environment of construction, land use, maintenance and operation of structures, and conduct of business. Subject to the express rights granted to Tenant under the terms of this Lease, Tenant will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment, or do anything to permit anything to be done that would violate any of said Regulations. Moreover, Tenant shall have no claim against Landlord by reason of any changes Landlord may make in the Building or the Demised Premises pursuant to said Regulations or any charges imposed upon Tenant, Tenant's customers or other invitees pursuant to same. Tenant hereby indemnifies and holds Landlord harmless from and against the violation by Tenant, or by any of Tenant's employees, agents, or contractors, of the Regulations. If by reason of the enactment of any Regulation in the future

which requires the expenditure of any sum of money to allow the continuance of Tenant's conduct of business in the Demised Premises, including, but not limited to, the enactment of any Regulation which prohibits the use of, and requires the replacement of, any portion or component of the Demised Premises (including all mechanical and electrical equipment and construction materials), Tenant, and not Landlord, shall bear the cost of compliance, and Tenant shall promptly comply, with such Regulation.

26.2 If, by reason of any Regulations, the payment to, or collection by, Landlord of any rental or other charge (collectively referred to hereinafter as "Lease Payments") payable by Tenant to Landlord pursuant to the provisions of this Lease is in excess of the amounts (the "Maximum Charge") permitted thereof by the Regulations, then Tenant, during the period (the "Freeze Period") when the Regulations shall be in force and effect shall not be required to pay, nor shall Landlord be permitted to collect, any sum in excess of the Maximum Charge. Upon the earlier of (i) the expiration of the Freeze Period, or (ii) the issuance of a final order or judgment of a court of competent jurisdiction declaring the Regulations to be invalid or not applicable to the provisions of this Lease, Tenant, to the extent not then prescribed by law, and commencing with the first day of the month immediately following, shall pay to Landlord as Additional Rental, in equal monthly installments during the balance of the term of this Lease, a sum equal to the cumulative difference between the Maximum Charges and the Lease Payments during the Freeze Period. If any provisions of this section, or the application thereof, shall to any extent be declared to be invalid and unenforceable, the same shall not be deemed to affect any of the other provisions of this Section or of this Lease, all of which shall be deemed valid and enforceable to the fullest extent permitted by law.

ARTICLE XXVII. MISCELLANEOUS

27.1 Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

27.2 Tenant shall not for any reason withhold or reduce Tenant's required payments of Rent and other charges provided in this Lease, it being agreed that the obligations of Landlord under this Lease are independent of Tenant's obligations except as may be otherwise expressly provided. The immediately preceding sentence shall not be deemed to deny Tenant the ability of pursuing all rights granted it under this Lease or at law; however, at the direction of Landlord, Tenant's claims in this regard shall be litigated in proceedings different from any litigation involving Rent claims or other claims by Landlord against Tenant (*i.e.*, each party may proceed to a separate judgment without consolidation, counterclaim or offset as to the claims asserted by the other party).

27.3 Notwithstanding anything contained in this Lease to the contrary, Tenant shall look solely to the interest of Landlord in the land and the Building and the rents therefrom for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default by Landlord, and no other property or asset of Landlord, or any member, partner, officer, director, shareholder, mortgagee or agent of Landlord, shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord under this lease, which does not involve the payment of money by Landlord.

27.4 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. A payment by Tenant or receipt by Landlord of an amount less than the full amount of Rent or any other sum due hereunder shall not, nor shall the endorsement, statement, check, letter accompanying a check or payment of Rent or any other sum due hereunder, be an accord and satisfaction. Landlord may accept a check or payment without prejudice to its right to recover the balance of Rent or any other sum due hereunder due and pursue any other remedy.

27.5 Whenever a period of time is prescribed in this Lease for action to be taken by either party, neither Tenant nor Landlord shall be liable nor responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond such parties' reasonable control; provided, however, that in no event shall the provisions of this Section 27.6 relieve Tenant of obligations (a) to pay any Rent, Additional Rent or other sums as and when due under this Lease (it being agreed that the terms of this Section 27.6 shall not affect the Commencement Date), (b) to obtain and maintain any insurance in accordance with the provisions of this Lease or (c) to timely vacate and surrender the Demised Premises to Landlord in accordance with the provisions of this Lease.

27.6 If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

27.7 The laws of the State of Michigan shall govern the interpretation, validity, performance and enforcement of this Lease. Venue for any action under this Lease shall be the county in the Demised Premises located.

27.8 The captions used in this Lease are for convenience only and do not limit or amplify the provisions hereof.

27.9 Whenever in this Lease the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

27.10 The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, permitted successors in interest and legal representatives except as otherwise expressly provided in this Lease.

27.11 This Lease contains the entire agreement between the parties, and no brochure, rendering, information or correspondence shall be deemed to be a part of this agreement unless specifically incorporated in this Lease by reference. In addition, no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

27.12 If Tenant's guarantor is named in Article I above, the Guaranty attached to this Lease as Exhibit G must be fully executed prior to the effectiveness of Landlord's obligations under this Lease.

27.13 If there is more than one person or entity executing this Lease as Tenant, the obligations under this Lease imposed upon Tenant shall be the joint and several obligations of such persons and entities. If there is a guarantor or guarantors of Tenant's obligations under this Lease, the obligations under this Lease imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor and Landlord need not first proceed against Tenant before proceeding against such guarantor, nor shall any such guarantor be released from his, her, their or its guaranty for any reason whatsoever, including, without limitation, any amendments to this Lease, waivers of the provisions hereof or failure to give such guarantor any notices under this Lease.

27.14 In no event, whether pursuant to the Work Letter or otherwise, shall Tenant have the right to create or permit there to be established any lien or encumbrance of any nature against the Demised Premises or the Building for any improvement or improvements by Tenant, and Tenant shall fully pay the cost of any improvement or improvements made or contracted for by Tenant. Landlord shall not be liable for any labor or materials furnished or to be furnished to or at the instruction of Tenant upon credit, and no mechanics', materialmen's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Demised Premises or the Building. Whenever any mechanics', materialmen's or other lien shall have been filed against the Demised Premises, based upon any act or interest of Tenant or of any one claiming through Tenant, or if any security agreement shall have been filed for or attached to any materials, machinery or fixtures used in the construction, repair or operation thereof or annexed thereto by Tenant, Tenant shall immediately

make payment or deposit or post bond to remove the lien or security agreement, whether or not the claim is valid. If Tenant has not removed the lien within ten (10) days after the assertion thereof, Landlord may pay the amount of such lien or security agreement or discharge the same by deposit, and the amount so paid or deposited shall be paid on demand by Tenant to Landlord with interest at the Maximum Rate from the date paid by Landlord to the date reimbursed by Tenant. Tenant shall also reimburse Landlord on demand for any and all reasonable attorneys' fees incurred by Landlord in connection therewith.

27.15 Tenant shall not record this Lease or a memorandum thereof.

27.16 Submission of this Lease for examination does not constitute an offer, right of first refusal, reservation or option on the Demised Premises or any other premises. This Lease shall become effective only upon execution and delivery by both Landlord and Tenant of this Lease, the execution and delivery to Landlord by Tenant's guarantor(s), if any, named in Section 1.1 of the Guaranty attached as Exhibit G hereto, and the payment to Landlord of the Security Deposit.

27.17 Landlord shall have the right at any time and from time to time to change the name or street address of the Building or Demised Premises without incurring liability to Tenant.

27.18 With respect to the subject matter of this Lease, this Lease and any contemporaneous work letter, addenda or exhibits attached to this Lease, constitute the entire, complete and final expression of the agreement of the parties hereto, and supersede all prior written agreements and all prior and contemporaneous oral agreements, understandings and negotiations. Landlord and Tenant agree that there are and were no verbal or written representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease which are not incorporated in writing into this lease. Landlord and Tenant agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Lease and there are no warranties which extend beyond those expressly set forth in this Lease.

27.19 Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, in, under or about the Demised Premises or the Building, or transport to or from the Demised Premises or Building, any Hazardous Materials (as defined below), or allow any other person or entity to do so. Tenant shall comply with all applicable Environmental Laws (as defined below) with respect to its use and occupancy of the Demised Premises and Building. Should Landlord be required to remove any Hazardous Materials generated by Tenant from the Demised Premises or the Building, Tenant shall promptly pay to Landlord, upon demand, all costs of such removal.

Tenant shall promptly notify Landlord should Tenant receive notice of, or otherwise become aware of, any presence, release, or discharge, or threatened release or discharge, of any Hazardous Materials in, on, under or about the Demised Premises or the Building, or any violation of any Environmental Law with respect to the Demised Premises or the Building. Tenant agrees to indemnify, defend and hold harmless Landlord, and its respective principals, owners, agents, managers, employees, successors and assigns from and against any and all liabilities, claims, demands, damages, liens, penalties, costs and expenses of every kind and nature directly or indirectly attributable to Tenant's failure to comply with this Section 27.20, including, without limitation, reasonable attorneys' fees and expenses, court costs and costs incurred in the investigation, settlement and defense of claims. This indemnity obligation shall survive the expiration of the Lease Term or the earlier termination of this Lease.

As used in this Section 27.19, "Hazardous Materials" means any substance or material meeting any one or more of the following criteria: (i) it is or contains a substance designated as a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant or toxic substance under any Environmental Law; (ii) it is toxic, reactive, corrosive, ignitable, infectious or otherwise hazardous; or (iii) it is or contains, without limiting the foregoing, petroleum hydrocarbons. As used herein, "Environmental Law" shall mean any federal, state or local law, statute, ordinance, rule, regulation, permit, directive, license, approval, guidance, interpretations, order, or other legal requirement relating to the protection of safety, human health or the environment.

27.20 INTENTIONALLY OMITTED

27.21 Landlord and Tenant each covenant that they have not dealt with any real estate broker or finder with respect to this Lease, except for Colliers International, who represents the Landlord, and General Equity Group, who represents the Tenant, each of whom shall be paid a commission by Landlord pursuant to their separate written agreements. Except for the foregoing, each party shall hold the other party harmless from all damages, claims, liabilities or expenses, including reasonable and actual attorneys' fees (through all levels of proceedings), resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt.

27.22 Within fifteen (15) days of the Commencement Date, Tenant shall execute and return to Landlord, commencement date agreement in the form attached hereto as Exhibit H, specifying the Commencement Date, the first Lease Year, and the term of this Lease.

27.23 Tenant, and its principals, agents, employees and attorneys, agree to keep the financial terms of this Lease strictly confidential, and shall not disclose, directly or indirectly, those terms to any other person or entity without first obtaining the prior written consent of Landlord; provided, however, that Landlord's consent shall not be required for any disclosure: (i) to Tenant's officers, directors, employees, lenders, accountants, attorneys or current or potential investors in or purchasers of Tenant's business; or (ii) compelled by applicable laws, regulations or court orders.

27.24 Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Lease Term remain in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

27.25 The person executing the Lease on behalf of Tenant represents and warrants that (i) Tenant is duly organized and is validly existing in accordance with the laws of the State of Michigan, (ii) such person has authority to bind Tenant and this Lease is hereby binding upon Tenant and (iii) all corporate actions have been taken to authorize the person executing this Lease to do so. In the event that any of the above representations and warranties are not true, the person executing this Lease shall be, ipso facto, executing this Lease in his individual capacity and such person shall be deemed the "Tenant" under this Lease and the Guaranty.

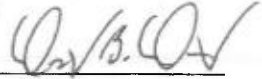
27.26 TENANT AND LANDLORD EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING AT LAW, IN EQUITY OR OTHERWISE, BROUGHT ON, UNDER OR BY VIRTUE OF THIS LEASE. TENANT WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT IN THE JURISDICTION IN WHICH THE DEMISED PREMISES ARE LOCATED AND WAIVES ANY RIGHT UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

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EXECUTED by Landlord and Tenant effective as of the date on the first page hereof.

LANDLORD:

CPI FOUNDRY, LLC, a Delaware limited liability company

By: 
Name: DAVID B. DANIEL
Title: VICE PRESIDENT

TENANT:

SL ALLIANCE, LLC, an Ohio limited liability company


By: 
Name: Li Yu
Title: Memeber

EXHIBIT A

SITE PLAN

[Attached]

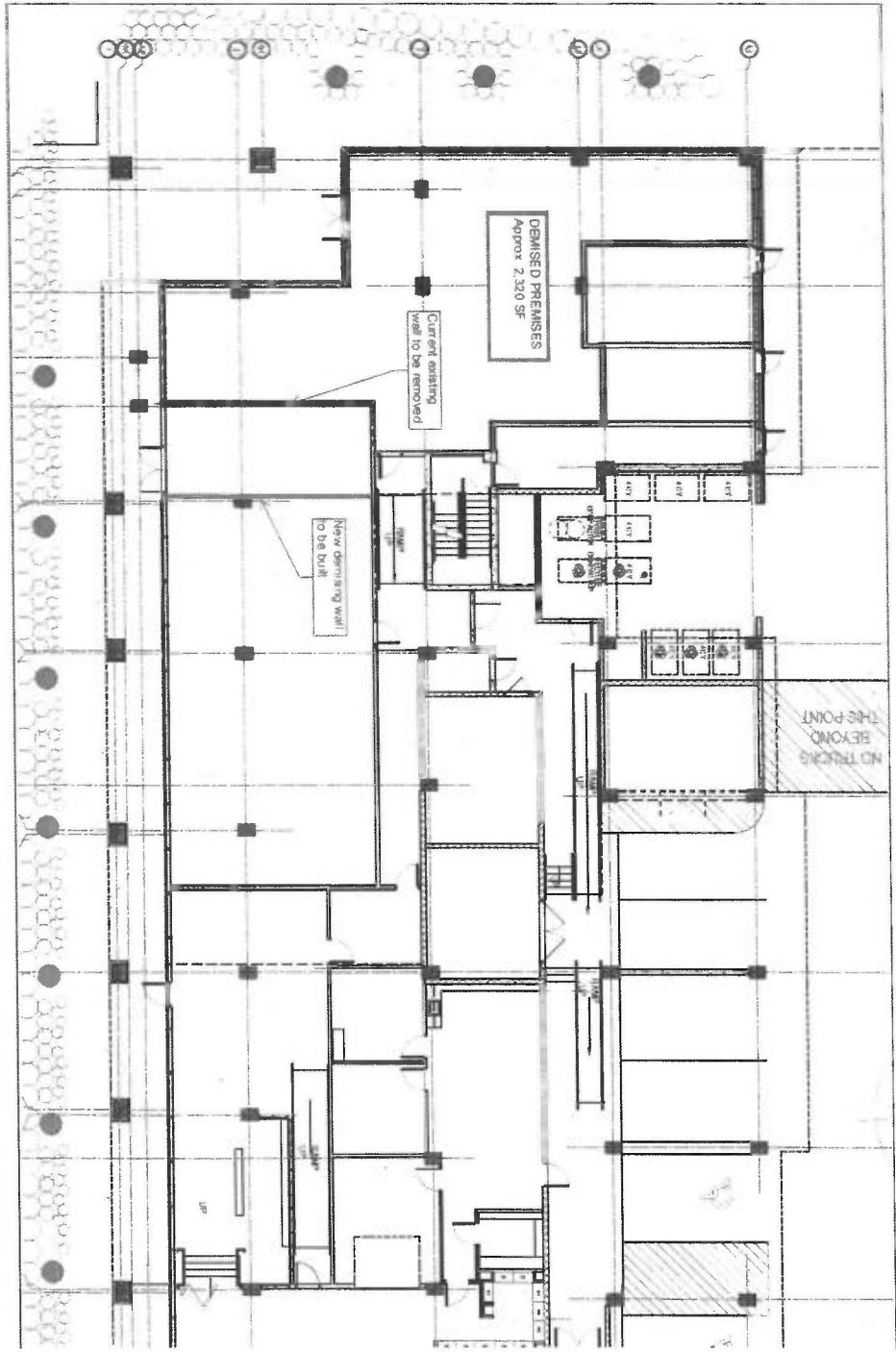


EXHIBIT B

WORK LETTER

ARTICLE XXVIII. GENERAL CONSTRUCTION

1.1 **Landlord's Work.** The Demised Premises are to be generally constructed as follows; however, Landlord makes no warranty that the Demised Premises will be, in fact, constructed exactly as follows (except as otherwise indicated below, the following in this Section 1.1 is referred to as "Landlord's Work"):

1. Landlord has installed the heating, air conditioning and ventilation equipment ("HVAC Equipment") serving the Premises pursuant to Landlord's plans and specifications. The HVAC Equipment was selected by Landlord in its sole but reasonable discretion.
2. Landlord shall move the southeast portion of the demising wall adjoining Suite C approximately ten (10) feet as shown on the Site Plan simultaneously with Tenant's Work. For avoidance of doubt, Landlord's Work will not be a condition to the Delivery Date. Tenant acknowledges that Landlord's Work will be constructed at the same time as Tenant's Work.

Landlord shall perform the Landlord's Work at its cost. Landlord shall pay all architect and design fees applicable to the performance of the Landlord's Work. The work to be done by Landlord shall be limited to that described as Landlord's Work in the foregoing paragraphs. All work not so classified as Landlord's Work is Tenant's Work. Landlord's Work shall comply with the requirements of all applicable building codes and laws. Tenant shall permit Landlord, and Landlord's agents, contractors and employees access to the Premises to perform Landlord's Work. Tenant's and Landlord's contractors and subcontractors shall work harmoniously together and shall coordinate their working schedules so that each may complete their work as expeditiously as possible.

1.2 **TENANT'S WORK.** Tenant shall provide, administer and pay for any and all work done to the Demised Premises other than that provided under clause (2) of Section 1.1 of this Exhibit as Landlord's Work, if any ("Tenant's Work"). For avoidance of doubt, the work related to the bathrooms in the Demised Premises, any duct distribution and electrical panel work shall be included in Tenant's Work. Tenant shall build out the Demised Premises in a first class manner. Tenant shall prepare, or cause to be prepared, and to submit to Landlord two sets of fully dimensioned one-quarter inch (1/4) scale drawings showing the layout of the Demised Premises, including trade fixture plans, within thirty (30) days after the date that the Lease is fully executed. All plans and specifications for Tenant's Work shall be approved by Landlord in advance of any construction activity in the Demised Premises. Tenant shall procure and pay for any and all plans, drawings, permits, fees (including, but not limited to, impact fees) and the like necessary to do Tenant's Work in a legal and workmanlike manner. The performance of Tenant's Work shall be subject to all terms and conditions of the Lease, as well as the following:

In connection with any construction of Tenant's work at the Demised Premises by Tenant, the following shall apply:

Tenant shall take out and maintain (or cause the contractor under its construction contract(s) to take out and maintain) public liability insurance in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit. Said liability insurance shall name Landlord as an additional insured with Tenant (and shall contain a cross-liability endorsement) and shall be non-cancelable with respect to Landlord except upon thirty (30) days' notice to Landlord (given in the same manner as provided in the Lease Contract) (or, at the request of

Landlord, shall be in the form of a separate liability policy in which Landlord alone is the named insured). Tenant shall also take out and maintain (or cause the contractor under its construction contract(s) to take out and maintain) all builder's risk insurance to the full insurable value of improvements constructed and materials stored at the Demised Premises. Said builder's risk insurance shall name Landlord as an additional insured and shall be non-cancelable with respect to Landlord. Certificates of all such insurance shall be delivered by Tenant to Landlord within five (5) days following Tenant's entering into any such construction contract(s) (but in all events prior to Tenant or Tenant's general contractor commencing construction).

All improvements constructed by Tenant at the Demised Premises shall be completed in a good and workmanlike manner and in accordance with and as described in plans and specifications approved by the Landlord, which approval shall not be unreasonably withheld or delayed. Such plans, drawings and specifications shall be delivered to the Landlord for its review within thirty (30) days following the date hereof.

Tenant's Work shall be done in accordance with such reasonable rules and regulations as Landlord may establish with respect to construction in the Building including, without limitation:

1. Tenant shall have no construction material or equipment needed to complete the Tenant's Work outside the Demised Premises unless Tenant receives prior written approval from Landlord to stage material in an acceptable outside location.
2. Tenant shall remove all construction materials, equipment and debris from the Staging Area prior to opening the Demised Premises to the public.
3. If the building, paving, curbing, lighting, or landscaping or other improvements are damaged during construction, Tenant shall promptly repair or replace such improvements in a first class manner identical to original condition.
4. Tenant shall perform Tenant's Work in a manner that will not unreasonably interfere with or adversely affect the operation of the businesses of the other occupants of the Building. Tenant shall cause Tenant's contractor to coordinate with Landlord to schedule potentially noisy, odorous and dusty work at times that comply with laws and ordinances and as further approved by Landlord. Tenant shall comply with the work rules established by the Landlord's contractor if Tenant's Work is being constructed concurrently with Landlord's Work (if any) or other construction activities.
5. Tenant shall deliver to Landlord evidence of all permits and payment of all related fees prior to commencement of construction of the Tenant's Work in the Demised Premises. All other work and fees, including impact fees, shall be performed and paid for by the Tenant.
6. Tenant shall submit the names of its proposed engineers, general contractor and key subcontractors. Landlord reserves the right to accept or reject Tenant's engineers or contractors with no cost to Landlord if Landlord rejects such engineers or contractors. At sole cost to Tenant, Landlord shall require Tenant to use specific vendors to make modifications or connections to existing Building systems that are under warranty or service contract (i.e. roofing, sprinkler, HVAC, and fire). Tenant's contractor shall provide full-time supervision of all work while occurring in or around the Building.
7. In the event that the Tenant does not complete the Tenant Work or any subsequent alterations to the Demised Premises in accordance with the foregoing, the Landlord shall be entitled to complete such work at Tenant's expense in accordance with the applicable provisions of the Lease.
8. Tenant plans to be submitted shall be comprehensive and shall include separate drawings for all modifications to shell building. Architectural, structural, electrical, mechanical, plumbing, fire sprinkler and fire alarm drawings are to be at 1/4" scale. City may have other requirements for its permitting process.

9. Tenant shall coordinate progress meetings not less than once every two weeks throughout the time that construction is being completed. Tenant shall invite Landlord's representative(s) and share minutes of such meetings with Landlord.

Upon completion of Tenant's Work, Tenant shall provide Landlord a copy of the certificate of occupancy issued by the appropriate governmental agency.

1.3 Tenant Improvement Allowance. Provided no Event of Default has occurred under this Lease, Landlord shall provide a tenant improvement allowance (the "Allowance") of up to but not to exceed a maximum aggregate amount of One Hundred and Seventy-Three and 00/100 Dollars (\$173,000.00) for actual out-of-pocket third party costs incurred by Tenant in connection with Tenant's Work as particularly described in **Exhibit J**. Provided Tenant is not then in default of the terms of the Lease, the Allowance shall be payable on the date which is thirty (30) days after the later to occur of (a) the date on which Tenant opens for business in the Demised Premises, (b) the date Tenant delivers to Landlord a copy of the final billing from Tenant's contractors broken down in reasonable detail and showing the cost of Tenant's Work, (c) the submission of a final and unconditional lien and release waiver in a form reasonably acceptable to Landlord from Tenant's contractor and all subcontractors and materialman, if any, (d) delivery to Landlord of certification from Tenant's contractor that Tenant's Work has been completed in accordance with Tenant's Plans, including proof of completion of all punch list items, (e) delivery to Landlord of a copy of the certificate of occupancy for the Demised Premises and (f) Landlord's receipt of the first installment of monthly Minimum Guaranteed Rental to Landlord.

Tenant shall deliver its request for the Allowance to Landlord no later than one hundred eighty (180) days after the Commencement Date (the "Allowance Cutoff Date"). In the event Tenant does not submit the request for Allowance to Landlord on or before the Allowance Cutoff Date, Landlord shall not be obligated to fund any portion of the Allowance to Tenant and the Allowance shall be forfeited by Tenant without any reduction or adjustment to the Rent or other charges payable by Tenant to Landlord under this Lease. Landlord shall only be obligated to fund that portion of the Allowance for which Tenant has incurred actual out-of-pocket costs in connection with Tenant's Work and for which Tenant has submitted its request (and that Tenant is entitled to) on or before the Allowance Cutoff Date. Any portion of the Allowance that Tenant is not entitled to hereunder on the Allowance Cutoff Date shall be forfeited by Tenant without any reduction or adjustment to the Rent or other charges payable by Tenant to Landlord under this Lease. Landlord shall have the right to apply the Allowance (in whole or in part) to cure any outstanding default by Tenant under the Lease.

EXHIBIT C

This Exhibit has been deliberately omitted.

EXHIBIT D

RENEWAL OPTION

Tenant (but not any assignee or subtenant of Tenant, even if Landlord's consent is obtained as required by Article XIX of this Lease) is granted the option to extend the term of this Lease for two (2) consecutive extended terms of five (5) years each (each, a "Renewal Term"), provided (a) Tenant is not in default under any term of this Lease at the time of exercise of the respective option or at the beginning of the applicable Renewal Term, and (b) Tenant gives written notice of its exercise of the respective option at least twelve (12) months prior to the expiration of the original term of this Lease or the expiration of the then existing Renewal Term. Each Renewal Term shall be upon the same terms and conditions contained in this Lease except (x) the Minimum Guaranteed Rental shall be as set forth in the chart below.

Lease Year	Sq Ft	Rental Rate	Annual Minimum Guaranteed Rental	Monthly Minimum Guaranteed Rental
11	2,320	\$30.47	\$70,690.40	\$5,890.87
12	2,320	\$31.08	\$72,105.60	\$6,008.80
13	2,320	\$31.70	\$73,544.00	\$6,128.67
14	2,320	\$32.33	\$75,005.60	\$6,250.47
15	2,320	\$32.98	\$76,513.60	\$6,376.13
16	2,320	\$33.64	\$78,044.80	\$6,503.73
17	2,320	\$34.31	\$79,599.20	\$6,633.27
18	2,320	\$35.00	\$81,200.00	\$6,766.67
19	2,320	\$35.70	\$82,824.00	\$6,902.00
20	2,320	\$36.41	\$84,471.20	\$7,039.27

EXHIBIT E

RULES AND REGULATIONS

1. Tenant shall not obstruct the walks, enclosed mall or any Common Areas with anything or in any manner whatsoever, and shall maintain any and all entrances, exits, walks, corridors, docks, and facilities serving the Demised Premises free and clear of any and all snow, ice, direct, accumulation of water, litter, refuse and hazardous conditions whatsoever.
2. Tenant shall not display, sell or offer to sell goods, wares or merchandise in or about any part of the Building except the interior of the Demised Premises, and shall not solicit or conduct business in the Common Areas.
3. Tenant shall not leave, place or dispose of any refuse, garbage or thing outside the Demised Premises or elsewhere in the Building other than garbage or refuse in containers or receptacles expressly designated by Landlord for that purpose as and where so designated.
4. All refuse in and from the Demised Premises, and from Tenant and those under its control, shall be deposited in containers reasonably acceptable to Landlord and disposed of in a manner and at times reasonably acceptable to Landlord.
5. Receiving, shipping, loading and unloading by Tenant shall not be done through the front door of the Demised Premises, but shall at all times be done through the loading dock area at the rear of the Demised Premises.
6. Tenant shall keep the Demised Premises clean and free of refuse at all times.
7. Tenant shall comply with all applicable laws and governmental authorities regarding Sunday openings as said laws may from time to time appear and/or be amended.
8. Tenant shall keep and maintain temperatures at the Demised Premises sufficiently high to prevent freezing of or interference of any flow in pipes in, at and about the Demised Premises.
9. Except in connection with Tenant's grand opening, Tenant shall not attach, display, or maintain on the outer walls, doors, windows or roof of the Demised Premises or any portion of the Building any sign, awning, aerial, lettering or other matter without Landlord's prior written consent, which consent Landlord may withhold in its absolute discretion. No sign, display or lettering shall be employed by Tenant unless the same conforms in all respects with the Landlord's Sign Criteria attached as an exhibit to this Lease, except as modified in this Lease. Tenant shall conform to and abide by said Landlord's Sign Criteria and shall maintain and keep any and all signs, displays and/or lettering in good repair, good appearance and good working order at all times and make all replacements thereto as and when required to keep the same in such condition.
10. Tenant shall not do anything which may damage the personal property of any business or occupant at the Building or any part thereof or be a nuisance to other tenants of the Building.
11. All fixtures and/or trade fixtures installed by Tenant at the Demised Premises shall be new or thoroughly reconditioned.
12. The plumbing facilities, drains and lines in or about the Demised Premises and/or the Building shall not be used for any other purpose by Tenant or anyone under its control than for the purpose for which they are constructed, nor shall Tenant put (or dispose of) any foreign substance therein of a kind other than that for which such facility was specifically designed or permit such event to occur; and all cost and expense of repairing, replacing, or restoring said facilities or equipment by reason of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

13. No radio, television, electronic game or other similar device shall be installed outside of the Demised Premises without first obtaining Landlord's consent in writing in each instance, which consent may be withheld by Landlord in its sole and absolute discretion. No aerial shall be erected on the roof or exterior walls of the Demised Premises or at or about the Building without first obtaining Landlord's consent in writing in each instance, which consent may be withheld by Landlord in its sole and absolute discretion. Any aerial installed without prior written consent of Landlord shall be removable by Landlord without notice at any time and without liability of any kind to Landlord, and if Landlord consents to the installation of such an aerial, it shall be installed in accordance with any and all instructions contained in such consent and all applicable governmental authorities.
14. Tenant shall comply with all reasonable parking rules and regulations promulgated from time to time by Landlord.

EXHIBIT F

TENANT'S MENU

[Attach]

WILD POKE

" let's get wild! "

www.eatwildpoke.com

Step One

Choose Bowl or Wrap

Step Two (choose your base)

Sushi Rice / White Rice / Brown Rice / Spring Mix

Step Three (choose your protein)

Choose up to 2 - \$8.95

(\$2 extra for additional choice)

Tuna / Salmon / Escolar / Shrimp
Krab (imitation crab) / Tamago (egg)
Spicy Tuna /

Step Four (choose your toppings)

Spring Mix / Cucumber / Avocado
Carrots / Masago / Seaweed Salad
Scallions / Cilantro / Jalapeños
Dry Seaweed / Sesame Seeds

Step Five (choose your sauce)

Korean Chili Sauce
Sriracha Infused Oyster Sauce
Plum Sauce
Spicy Mayo Sauce
Sweet Wasabi Sauce

Other Items Wild

Summer Roll
Sushi Giner
Ika Salad
Seaweed Salad
Miso Soup
Fish Cake Soup

Drinks

Bubble Tea
Full Service Bar

EXHIBIT G

GUARANTY

THIS GUARANTY (this "Guaranty") is made as of July 5th, 2017, by LI AN YU, an individual ("Guarantor"), having an address set forth below, to CPI FOUNDRY, LLC, a Delaware limited liability company ("Landlord").

WHEREAS, Landlord has agreed to lease to SL ALLIANCE, LLC, a Ohio limited liability company ("Tenant"), certain space (the "Demised Premises") in the building located in the 413 E Huron Street, City of Ann Arbor, Washtenaw County, Michigan (the "Building"), pursuant to that certain Retail Lease Agreement by and between Landlord and Tenant dated as of July 5th, 2017 (the "Lease"); and

WHEREAS, Guarantor is materially benefited by the Lease and the undertaking by Guarantor to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Lease.

NOW, THEREFORE, Guarantor agrees with Landlord as follows:

1. Guarantor guarantees that all sums stated in the Lease to be payable by Tenant shall be promptly paid in full when due in accordance with the Lease and that Tenant shall perform and observe all of its obligations under the Lease. If any such sum or obligation is not timely paid, performed or observed, then Guarantor shall, promptly after notice thereof and prior to the expiration of any applicable grace period granted to Tenant under the Lease, pay or perform the same regardless of (a) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person, (b) termination of the Lease as a result of Tenant's default, or (c) any other condition or contingency. Guarantor shall also pay all expenses of collecting any such sum or of otherwise enforcing this Guaranty, including professional fees. This Guaranty is a guaranty of performance and payment and not merely collection.

2. This Guaranty is a continuing guaranty and the obligations of Guarantor hereunder are absolute, irrevocable and unconditional. Except to the extent the obligations of Tenant under the Lease are performed in full, there is no circumstance under which Guarantor shall be discharged from any of its obligations under, or have any defense to the enforcement of, this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations and covenants under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following, whether or not Guarantor has been notified thereof or consented thereto: (a) any invalidity, illegality or unenforceability of the Lease, or any termination of the Lease for any reason whatsoever (including a bankruptcy); (b) any defenses or rights of set-off or counterclaim of Tenant or Guarantor; (c) Landlord's waiver of the performance or observance by Tenant, Guarantor or any other party of any covenant or condition contained in the Lease or this Guaranty; (d) any extension, in whole or in part, of the time for payment by Tenant or Guarantor of any sums owing or payable under the Lease or this Guaranty, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty, or the renewal of the Lease or this Guaranty; (e) any full or partial assignment of the Lease or subletting of the Demised Premises; (f) any modification or amendment (whether material or otherwise) of any of the obligations of Tenant or Guarantor under the Lease or this Guaranty; (g) the doing or the omission of any act referred to in the Lease or this Guaranty (including the giving of any consent referred to in the Lease or this Guaranty); (h) Landlord's failure or delay to exercise any right or remedy available to Landlord or any action on the part of Landlord granting indulgence or extension in any form whatsoever; (i) any voluntary or involuntary insolvency, bankruptcy, assignment for the benefit of creditors, trusteeship, reorganization, or other similar proceeding affecting Tenant or Guarantor or any of Tenant's or Guarantor's assets; (j) the release of Tenant or Guarantor from the performance or observance of any covenant or condition contained in the Lease or this Guaranty by operation of law; or (k) any other matters whatsoever, whether or not similar to those specifically mentioned herein, other than the full payment and performance of all obligations of Tenant under the Lease.

ARTICLE I.

3. Guarantor waives any right Guarantor may now or hereafter have against Tenant (and/or any other guarantor of Tenant's obligations under the Lease) with respect to this Guaranty (including any right of subrogation, reimbursement, exoneration, contribution, indemnification or similar right, and any right to participate in any claim, right or remedy of Landlord against Tenant or any security which Landlord now or hereafter has with respect to the Lease), whether such right arises under an express or implied contract, by operation of law, or otherwise. Guarantor shall be deemed not to be a "creditor" (as defined in Section 101 of the Bankruptcy Code) of Tenant by reason of the existence of this Guaranty in the event that Tenant becomes a debtor in any proceeding under the Bankruptcy Code. Should Landlord repay to Tenant or Guarantor, or be obligated by applicable law to repay to Tenant or Guarantor, any amounts previously paid, then this Guaranty shall be reinstated in the amount Landlord repays or is so obligated to repay.

4. If all or any part of the Lease is rejected, disaffirmed or otherwise avoided pursuant to applicable law affecting creditors' rights, then Guarantor shall, and does hereby (without the necessity of any further agreement or act), assume all obligations and liabilities of Tenant under the Lease to the same extent as if Guarantor were originally named Tenant under the Lease and there had been no such rejection, disaffirmance or avoidance. Guarantor shall upon Landlord's request promptly confirm in writing such assumption.

5. Guarantor waives presentment, notice of dishonor, protest and notice of non-payment, non-performance or non-observance, notice of acceptance of this Guaranty and notice of any obligations or liabilities contracted or incurred by Tenant. To the extent not prohibited by applicable law, Guarantor waives any right Guarantor may now or hereafter have to any hearing prior to the attachment of any real or personal property to satisfy Guarantor's obligations and the benefits of any present or future constitution, statute or rule of law which exempts property from liability for debt.

6. This Guaranty shall be governed by the laws of the jurisdiction in which the Building is located, may not be modified or amended except by a written agreement duly executed by the parties, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Any references in this Guaranty to "Tenant" shall include the named Tenant and its trustee in bankruptcy, receiver, conservator, and other successors and assigns.

7. Guarantor's liability under this Guaranty is direct and primary, and not secondary, and shall be joint and several with that of Tenant. Landlord may proceed against Guarantor under this Guaranty without initiating or exhausting any remedy against Tenant, and may proceed against Tenant and Guarantor separately or concurrently. All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative. Guarantor waives any right it may have to require Landlord to institute or prosecute an action against Tenant or any other person before proceeding against Guarantor. If more than one natural person and/or entity shall constitute Guarantor, then the liability of each such person or entity shall be joint and several and no waiver, release or modification of the obligations of any such person or entity shall affect the obligations of any other such person or entity.

8. Within five (5) days after Landlord's written request, Guarantor shall execute and deliver to Landlord a written statement certifying any matter concerning this Guaranty or the Lease as Landlord may request. From time to time upon not less than five (5) days' prior written notice, Guarantor shall submit such information regarding Guarantor's and Tenant's financial condition as Landlord may request.

9. Any notice which Landlord may elect to send shall be binding upon Guarantor if mailed to Guarantor's address set forth above or to the last address known to Landlord, by United States certified mail, return receipt requested, or by Federal Express or other overnight courier.

10. GUARANTOR AND LANDLORD EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING AT LAW, IN EQUITY OR OTHERWISE, BROUGHT ON, UNDER OR BY VIRTUE OF THIS GUARANTY. GUARANTOR WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT IN THE JURISDICTION IN WHICH THE DEMISED PREMISES ARE LOCATED AND WAIVES ANY RIGHT UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

11. Guarantor hereby consents to the exercise of personal jurisdiction over Guarantor by any federal or local court in the jurisdiction in which the Building is located. Service shall be effected by any means permitted by the court in which any action is filed, or, at Landlord's option, by mailing process, postage prepaid, by certified mail, return receipt requested, to Guarantor at Guarantor's address set forth in this Guaranty. Service shall be deemed effective upon receipt or upon attempted delivery, if delivery is refused. Guarantor shall designate a change of address or agent by written notice given by certified mail, return receipt requested, at least ten (10) days before such change is to become effective.

12. Guarantor represents and warrants that Landlord's execution of the Lease is a material and direct economic benefit to Guarantor and constitutes good, valuable and sufficient consideration for Guarantor's execution of this Guaranty, notwithstanding any future rejection or other termination of all or any part of the Lease. Guarantor represents and warrants that all financial statements and information regarding Guarantor that have been or will be delivered to Landlord are true, correct and complete. Each individual signing this Guaranty warrants and represents that he or she is duly authorized to execute and deliver this Guaranty, and that, if Guarantor is a corporation, Guarantor is a duly organized corporation in good standing under the laws of the state of its incorporation, is qualified to do business and is in good standing in the jurisdiction in which the Building is located, and has the power and authority to enter into this Guaranty, and that all corporate action requisite to authorize Guarantor to enter into this Guaranty has been duly taken.

13. Provided Tenant is not then in default of the terms of this Lease (and no Event of Default has otherwise occurred during the first (1st) five (5) Lease Years of the Term), this Guaranty shall terminate and be of no further force and effect as of first day of the sixth (6th) Lease Year of the Term ("Guaranty Termination Date"); provided, however, that Guarantor shall not be released from any (i) liability and/or obligations under this Guaranty for (i) any default, act, occurrence or omission relating to the Lease which occurred prior to the Guaranty Termination Date, (ii) all Rent due and payable, or which has accrued but as yet has not been billed, under the Lease up to and including the Guaranty Termination Date, and (iii) all costs and expenses incurred by Landlord in collecting such sum or any part thereof or of otherwise enforcing this Guaranty, including reasonable attorneys' fees and court costs.

[SIGNATURE ON FOLLOWING PAGE]

EXHIBIT H

COMMENCEMENT DATE AGREEMENT

WHEREAS, CPI FOUNDRY, LLC, a Delaware limited liability company (hereinafter called "Landlord"), and SL Alliance, a Limited Liability Company (hereinafter called "Tenant") have entered into a certain "Lease" dated July 5, 2017 for Demised Premises in that certain known as The Foundry Lofts located at 413 E. Huron Street, Ann Arbor, Michigan 48104 (the "Building"); and

WHEREAS, Landlord and Tenant now desire hereby to confirm the Commencement Date and the Termination Date of the Lease Term and other matters as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the benefits to be derived herefrom, the parties hereby agree as follows:

1. Possession of the Demised Premises was delivered to Tenant on: _____
2. Tenant opened for business in the Demised Premises on: _____
3. The Commencement Date is: _____
4. The First Lease Year is: 2017
5. The expiration of the Lease Term shall be: July 04, 2027

THIS Agreement supplements and, if applicable, supersedes any dates set forth in the Lease.

EXECUTED this 5th day of July, 2017 .

LANDLORD:

CPI FOUNDRY, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

TENANT:

SL Alliance, a LLC

By:  _____

Name: Li Yu

Title: Member

ARTICLE II.

EXHIBIT I

EXCLUSIVE USES/PROHIBITED USES

I. PROHIBITED USES:

(a) Tenant shall not use any area of the Project outside the Demised Premises (a) for the sale of any merchandise, including food and beverage items, (b) to solicit business except as otherwise permitted by the Lease, (c) to display signs except as otherwise permitted by the Lease or (d) for public meetings or entertainment.

(b) Tenant shall not use or permit the use of any portion of the Demised Premises as living quarters, sleeping apartments or lodging rooms.

(c) Tenant shall not use the Demised Premises for any shooting gallery, flea market, circus, bowling alley, video game or vending machine parlor, pool or billiard establishment or similar business or activity.

(d) Tenant shall not use any portion of the Demised Premises for storage or other services except as customary for Tenant's operations in the Demised Premises in accordance with the Permitted Use of the Demised Premises.

(e) Tenant shall display, sell and advertise only first-quality seasonal merchandise and not any seconds or damaged goods, and shall never conduct any so-called outlet, warehouse or like discount operations in or from the Demised Premises.

(f) Tenant shall maintain negative air pressure in the Demised Premises so as to prevent odors or smells from emanating from the Demised Premises into the Common Areas of the Building or any residential or exterior areas of the Building.

In addition, Tenant shall not use the Demised Premises for any of the following uses:

(i) any thrift shops, goodwill type stores and similar businesses, Army, Navy, or government "surplus" store or swap shop selling merchandise that is used, damaged or discontinued;

(ii) any mobile home or trailer court, labor camp, junk yard or stock yard;

(iii) any dumping, disposal, incineration of garbage or refuse;

(iv) any fire or bankruptcy sale or auction house operation;

(v) any automobile repair facilities or facility for the sale, repair or leasing of component parts of cars, trailers, trucks or recreational vehicles;

(vi) any amusement arcade, game room, or amusement center, except as are incidental or ancillary to another permitted use or in accordance with the Association Documents;

(vii) any veterinary hospital;

(viii) any mortuary or funeral parlor;

(ix) any facility primarily engaged in the sale, rental or exhibition of pornographic, sexually explicit or obscene material or any establishment featuring strip tease, nude, "topless," or similar adult entertainment;

(x) any car, trailer, truck or recreational vehicle rental or sales facility;

(xi) any hospital, clinic (other than a clinic located in a pharmacy) or other health care facility for the onsite treatment of patients;

(xii) any car wash (other than a car wash located in the Garage);

(xiii) any gambling facility or operation, including, but not limited to off-track or sports betting parlor, table games, such as black-jack or poker, slot machines, video poker/black-jack machines or similar devices or bingo hall;

- (xiv) any sewage treatment plants;
- (xv) any electrical substations;
- (xvi) any refining of petroleum or of its products or any gas stations;
- (xvii) any smelting of iron, tin, zinc or other substances;
- (xviii) any drilling for and/or removal of oil, gas, or other hydrocarbon or other substances;
- (xix) any industrial use;
- (xx) any commercial excavation of building or construction materials (but not excavation in connection with the construction of Improvements);
- (xxi) any storage or parking of campers, boats, trailers or motor homes;
- (xxii) any raising, breeding or keeping of any animals, livestock or poultry for commercial purposes (other than in a pet store or the use of seeing eye dogs);
- (xxiii) any massage parlors (with the exception of day spas, hair salons or health clubs that may also provide massage services);
- (xxiv) any laundromats;
- (xxv) any tattoo parlors;
- (xxvi) any places of instruction, reading room or any operation catering primarily to students or trainees rather than to customers as a primary use;
- (xxvii) any facilities for the sale of paraphernalia for use with illicit drugs;
- (xxviii) establishments for the primary purpose of check-cashing (other than banks, credit unions or other financial institutions);
- (xxix) any gun ranges, shooting galleries or the sale of any firearms, explosives or weapons, or any use which produces or is accompanied by fire, explosive or other damaging or dangerous hazards;
- (xxx) any pawn shops;
- (xxx1) any so-called head shops;
- (xxxii) any catering halls, banquet halls or meeting halls as a primary use;
- (xxxiii) any drive-through facilities;
- (xxxiv) any use whose primary focus is wholesale distribution;
- (xxxv) any use, other than in accordance with the Lease, that constitutes a public or private nuisance, or emits or generates an obnoxious odor, noise, litter, dust or dirt, or flashing or "strobe" lights inconsistent with a first-class mixed-use development for office, retail and residential use Ann Arbor, Michigan; or
- (xxxvi) for use by any tenant who enjoys sovereign or diplomatic immunity.

II. EXCLUSIVE USES:

[Attach]

EXHIBIT J

SCHEDULE OF ALLOWANCES

Total allowances provided to the Tenant are as follows:

1. <u>Tenant Improvement Allowance</u>	<u>"Allowance"</u>	<u>\$173,000</u>
Including:		
a. 2 ADA Bathrooms, including:		
i. Plumbing	\$35,000	
ii. Metal & Carpentry	\$10,000	
iii. HVAC	\$ 5,400	
iv. Paint	\$ 2,200	
v. Fire protection	\$ 3,000	
vi. GC oversight, overhead & profit	\$ 8,000	
vii. Contingency	\$ 1,400	
Total		\$65,000.00
b. Duct Work	\$ 8,000	
c. Additional Tenant Improvements		\$100,000.00
2. <u>Liquor License Allowance</u>	<u>"Liquor License Allowance"</u>	<u>\$25,000.00</u>