Exhibit 1

LAND LEASE

THIS LAND LEASE ("Lease") is made and entered into this 8th day of October, 1984 by and between Mallafun, Inc., a New Jersey corporation and/or William Englehartz and Kenneth Gewertz all with their principal offices and place of business at Rd. 4, Tanyard Road, Sewell, New Jersey 08080 ("Lessor") and CCMR of New Jersey, Inc., a Delaware corporation at 10002 Shelbyville Road, Post Office Box 32338, Louisville, Kentucky 40232 ("Lessee").

WITNESSETH

ARTICLE 1. Demised Premises. Lessor hereby leases and lets to Lessee, and Lessee hereby takes and hires from Lessor upon and subject to the terms, conditions, covenants and provisions hereof, that certain tract, piece or parcel of land, and the improvements and appurtenances located thereon including the easements described in Article 42 hereof, situated in the Township of Deptford, County of Gloucester, State of New Jersey, and more particularly described on Exhibit "A" attached hereto and made a part hereof, (hereinafter sometimes referred to as the "Demised Premises" or "Premises").

ARTICLE 2. Term.

(a) The term of this Lease shall commence upon the earlier of (i) December 15, 1984 or (ii) the day Lessee obtains all applicable and necessary permits and approvals to construct and operate a typical Chi-Chi's Mexican Restaurante (hereinafter "Restaurant" and further defined in Article 7 hereof) ("Commencement Date"), and expire, unless extended as provided in Article 28 hereof, twenty (20) years thereafter.

(b) Promptly after the occurrence of the foregoing date, Lessor and Lessee shall complete Article 2 of the Lease by establishing the same by a letter confirmed by an appropriate supplement to this Lease which the parties hereby agree to execute. In the event that the Commencement Date is not the first day of a calendar month, the Commencement Date shall be the first day of the first month following that date that would have otherwise been the Commencement Date and the Lease Year shall be appropriately pro-rated.

ARTICLE 3. Rent.

(a) Lessee covenants and agrees to pay Lessor for the Demised Premises and improvements, without previous demand therefor, a total net annual rent which shall be an amount equal to NINETY FOUR THOUSAND FIVE HUNDRED Dollars ($94,500.00) (the

by an additional ten percent of the then current basic rent on the anniversary of the commencement date "Basic Rent"). Basic Rent shall be increased by Ten Percent (10%) on the Sixth anniversary of the Commencement date by ten percent (10%) the then Basic Rent and every five years thereafter. Rent for any partial Lease Year shall be prorated, including any provision required for the determination of the Commencement Date.

(b) On the first day of each and every month, Lessee shall pay to Lessor, in advance, without offset or deduction (except as herein specifically provided to the contrary), and without previous demand therefor, one-twelfth of the Basic Rent applicable for that Lease Year.

(c) As used in this Lease, the term "Rent" shall be deemed to include the Basic Rent payable by Lessee to Lessor hereunder. As used herein, the term "Lease Year" shall mean the twelve (12) month period commencing with the Commencement Date, as provided in Article 2 hereof, and each succeeding twelve (12) month period thereafter, unless Lessor and Lessee mutually agree in writing to a different twelve (12) month period.

(d) Lessee shall at execution deposit with First American Title Insurance Company of Mid-America ("Escrow Agent") Twenty-Five Thousand Dollars ($25,000.00) as a security deposit for Lessee's performance hereunder. The Deposit shall become non-refundable and applied to the Basic Rent due hereunder in the event that Lessee gives notice prior to November 19, 1984 to Lessor that Lessee intends to pursue obtaining the Permits as provided herein. In the event Lessee gives Lessor timely notice of Lessee's intention not to pursue the permits, Lessee shall receive the Deposit and the interest thereon without any liability whatsoever.

ARTICLE 4. Rent To Be Net To Lessor. It is the intention of Lessor and Lessee that the rent herein specified shall be net to Lessor in each year during the term hereof and that, except as otherwise specifically provided in this Lease to the contrary, all costs, expenses and obligations of every kind directly or indirectly relating to the Demised Premises which may arise or become due during the term of this Lease or any extension thereof shall be paid by Lessee and that Lessor shall be and is hereby indemnified by Lessee from and against all such costs, expenses and obligations.

ARTICLE 5. Use of Premises.

(a) The Demised Premises shall be used solely for the conduct of a general restaurant business, unless Lessor consents to another lawful use, which consent shall not be unreasonably withheld.

(b) Lessee agrees to cause the Demised Premises to be open for business at least during substantially the same business hours and on the same days (Holidays and material adverse weather conditions excepted) as a majority of Lessee's other restaurant facilities in the Southern New Jersey area which operate under the same trade name, unless Lessee determines in good faith that there is a legitimate business purpose for operating the Demised Premises for a lesser amount of hours.

(c) Lessee shall staff the Demised Premises in Lessee's good faith business judgment with sufficient, competent and, if required by law, licensed employees for the purpose of operating Lessee's business on the Demised Premises.

(d) Lessee will at its expense (i) maintain the Demised Premises in a clean, orderly and sanitary condition and free of rodents, vermin and other pests; (ii) keep any garbage, trash, rubbish or other refuse in secure containers until removed; and (iii) have such garbage, trash, rubbish and refuse removed as needed, on a regular basis.

ARTICLE 6. Taxes and Utility Expenses.

(a) (1) Lessee shall, during the term of this Lease, as additional rent, pay and discharge punctually, as and when the same shall become due and payable, all taxes, special and general assessments, water rents, rates and charges, sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary accruing during the term of this Lease ("Taxes"), together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the Federal, State, County, Town and City Governments and of all governmental authorities whatsoever. In addition, Lessee shall pay all sewer rents and charges for water, steam, heat, gas, hot water, electricity, light and power, and other service or services, furnished to the Demised Premises or the occupants thereof during the term of this Lease ("Utility Expense").

(2) Lessor shall make proper arrangements for the direct submission of real estate tax and assessment bills to Lessee promptly after the Commencement Date. Lessee shall have the exclusive right to contest any Taxes relating to the Demised Premises provided such contest is pursued in good faith and with due diligence. In no case shall Lessee not pay any tax because it is pursuing such contest or otherwise so that the tax becomes a lien against the Demised Premises. In the event any or all of the Utilities are unavailable at the property line of the Demised

Premises, Lessor shall, at its own cost and expense, bring the utilities to the property line of the Demised Premises.

(3) Lessee shall be deemed to have complied with the covenants of this Paragraph (a) if payment of such Taxes shall have been made whether within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the Demised Premises, and Lessee shall produce and exhibit to Lessor satisfactory evidence of such payment, without demand.

(b) Except as provided in Paragraph 6(a) to the contrary, all Taxes which shall become payable during each calendar year in which the term of this Lease commences or terminates, shall be apportioned pro-rata between Lessor and Lessee as of the Commencement Date or termination date, as the case may be, in accordance with the respective portions of such year during which such term shall be in effect and in accordance with the most current tax rates available.

(c) Nothing herein or in this Lease otherwise contained shall require or be construed to require Lessee or Lessor to pay any rent tax, inheritance, estate, gift, franchise or income taxes that are or may be imposed upon Lessee or Lessor, its successors or assigns.

ARTICLE 7. Improvements, Repairs, Operations, Additions, and Replacements.

(a) Lessee shall use Lessee's best efforts to complete at the earliest practicable date, at Lessee's sole cost and expense, construction of a restaurant building with a gross building area of at least Ten Thousand Five Hundred (10,500) square feet upon the Demised Premises, together with all appropriate appurtenances to a first-class restaurant building and together with appropriate landscaping, sidewalks, parking for at least 170 standard size American cars on the Premises and initially operated as a typical Chi-Chi's Mexican Restaurante ("Restaurant"). Lessor grants Lessee the right to demolish, remodel, remove, alter or sell the improvements located on the Premises as of the date of this Lease. Lessee shall have the right during the term of this Lease to alter or otherwise change in any material respect the Demised Premises (including design and/or materials) without the prior written approval of Lessor, and without compensation or additional rental to Lessor. Notwithstanding anything to the contrary the furniture, fixtures, fire equipment and all other equipment remain the property of Lessor and Lessor agrees to remove same prior to the Commencement Date.

(b) Lessee shall, at all times during the term of this Lease, and at its own cost and expense, operate, keep and maintain or cause to be operated, kept and maintained in first-class repair and first-class condition (ordinary wear and tear excepted), the Restaurant and improvements at any time erected on or made to the Demised Premises (including parking areas and landscaping), and shall prevent unnecessary waste, damage or injury thereto. Without limiting the foregoing, Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Demised Premises during the term of this Lease.

(c) Until the expiration or sooner termination of this Lease, title to the existing building shall vest in Lessor and the building expansion and improvements situated or erected on the Demised Premises and the building equipment and other items installed thereon and any permitted alteration, change or addition thereto shall remain vested solely in Lessee; and Lessee alone shall be entitled to deduct all investment tax credit and depreciation relating to the those items on Lessee's income tax returns for any such building or buildings, building equipment and/or other items, improvements, additions, changes or alterations, Upon request of Lessee, Lessor shall execute such Internal Revenue Service forms and other necessary or appropriate documents provided by Lessee to Lessor as are necessary to permit Lessee to receive the benefits of any applicable investment tax credit provided the signing of same does not violate any laws.

(d) On the last day or sooner termination of the term of this Lease, Lessee shall quit and surrender the Demised Premises, and the buildings and permanent improvements then thereon, reasonably clean and in good condition and repair (ordinary wear and tear and damage by casualty to the extent Lessor has received insurance proceeds on account thereof, Lessee's trade fixtures, furnishings, removable equipment and removable machinery excepted). Lessee agrees to repair any and all material damage to the Demised Premises and the building to be constructed thereon by Lessee caused by or attributable to the removal by Lessee of its personal property, including Lessee's trade fixtures, furnishings, removable equipment and/or machinery. Lessee shall be under no obligation to demolish the building constructed by Lessee on the Demised Premises.

ARTICLE 8. Requirements of Public Authority.

(a) During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and substantially comply in good faith with all present and future laws, ordinances, requirements, riders, directives, rules and regulations of the Federal, State, County and City Governments and of all other governmental authorities affecting the Demised Premises or

appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Article 8.

(b) Lessee shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Lessee, or Lessor (if legally required in the opinion of Lessee's independent counsel), or both, without cost or expense to Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in Paragraph 8(a) and, provided any such law, ordinance, order, rule, regulation or compliance therewith may legally be delayed pending the prosecution of any such proceeding without the imposition of any liens against the Demised Premises for non-compliance then Lessee may delay compliance therewith until the final determination of such proceeding.

ARTICLE 9. Covenant Against Liens. If any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Demised Premises, then Lessee shall, at its own cost and expense, promptly contest and diligently pursue the amount or validity of same or cause the same to be discharged of record or bonded to Lessor's reasonable satisfaction within sixty (60) days after Lessee receives written notice of the filing thereof; provided, however, that if the lienor commences foreclosure proceedings then Lessee shall, within five (5) days after demand, cause the same to be discharged of record or bonded to Lessor's reasonable satisfaction, and Lessee shall and hereby does agree to indemnify and save harmless Lessor against and from all costs, liabilities, suits, penalties, claims and demands on account thereof including reasonable attorney's fees.

ARTICLE 10. Access to Premises. Lessor or Lessor's agents and designees shall have the right to enter upon the areas of the Demised Premises open to Lessee's customers during regular business hours (and in the other areas, after reasonable notice and subject to Lessee's reasonable requirements) to examine same and to exhibit the Demised Premises to prospective purchasers and prospective tenants, but in the case of prospective tenants only during the last six (6) months of the term of this Lease. Lessor agrees not to take or permit any of Lessor's agents or designees to take any photographs of Lessee's kitchen or storage area or to make any notes, sketches, illustrations or drawings while in such areas unless Lessee shall have consented thereto in writing.

* In the event Lessee sublets a portion of the Premises, Lessor shall receive as consideration a sum equal to the greater of the first years annual sublease rent or $25,000.00.

ARTICLE 11. Assignment and Subletting.

(a) Except as hereinafter set forth to the contrary, Lessee may assign or in any manner transfer this Lease, in whole or in part, or sublet all or any part of the Demised Premises, with in each instance, Lessee first obtaining the written consent of Lessor. Any assignment, subletting or other transfer, even with the consent of Lessor, shall not relieve Lessee from primary liability for the payment of rent or from the primary obligation to keep and be bound by the terms, conditions and covenants of this Lease. Lessor may assign or in any manner transfer its interest in this lease. *

(b) The within prohibition against transfer without the Lessor's prior written consent excludes any subletting or assignment which occurs as a result of a merger, consolidation, combination or corporate reorganization, or an assignment to a subsidiary, franchisee, affiliate or parent company of Lessee.

(c) If Lessee and Lessor reduce the Premises the Basic Rent hereunder shall be reduced proportionately upon release to the Lessor. Lessee and Lessor agree that the land value of the Premises for the purposes of this Lease only and does not attempt to reflect the actual or true value, is Five Hundred Seventy Five Thousand Dollars ($575,000) and that any Basic Rent recalculation shall be at thirteen and one half percent (13½%) Lessee shall have the right to approve any user of the portion of the Premises released to Lessor throughout the term of this Lease and any renewals thereof. Lessor is not obliged to accept any release of the Premises.

ARTICLE 12. Indemnity.

(a) Except as provided in Paragraph 12(b) to the contrary, Lessee shall indemnify and save harmless Lessor from and against any and all liability, damage, penalties or judgments arising from injury to person, including death, or property sustained by anyone in and about the Demised Premises. Lessee shall, at its own cost and expense, defend any and all suits or actions which may be brought against Lessor or in which Lessor may be impleaded with others upon any such above mentioned matter, claim or claims.

(b) Except for Lessor's affirmative acts, omissions or negligence or the affirmative acts, omissions or negligence of Lessor's officers, agents, representatives, servants, employees or contractors, Lessor shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, including death, at any time on the Demised Premises, including any damage or injury to Lessee or to any of the Lessee's officers, agents, servants, employees, contractors, customers or sublessees.

ARTICLE 13. Insurance.

(a) Lessee shall provide or cause to be provided at its expense, and keep in force during the term of this Lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of New Jersey, selected by Lessee, in the amount of at least One Million Dollars ($1,000,000) with respect to injury or death to one or more persons or damage to property. In addition Lessee shall provide Lessor with evidence that the Demised Premises are included under any and all of Lessee's Blanket Liability Insurance Policies with coverage not less than $25,000,000.00. Such policy or policies shall include Lessor and each mortgagee of Lessor and Lessee as insureds as permitted by the Insurance Carrier. Such insurance shall be noncancellable without at least ten (10) days written notice to Lessor and to each mortgagee. Lessee agrees to deliver certificates of such insurance to Lessor as of the Commencement Date and thereafter at leaset ten (10) days prior to the expiration of any such policy.

(b) During the term of this Lease, Lessee shall cause all buildings and improvements erected by Lessee on the Demised Premises at any time to be insured for the benefit of Lessor and Lessee and their respective mortgagees, as their interests may appear, against loss or damage by fire, extended coverage and all other perils commonly included in the term "all risk", in the amount of at least eighty percent (80%) of full replacement cost value (excluding foundation, sidewalks and parking areas). All proceeds payable at any time and from time to time by an insurance company under such policies shall be used by Lessee soley and exclusively to repair, restore and/or replace any improvements upon or to the Demised Premises so as to restore insofar as is reasonably possible the structure, function and appearance of such improvements. ** See below.

(c) Any insurance required to be provided by Lessee pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations of Lessee provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved.

ARTICLE 14. Waiver of Subrogation. To the extent covered by insurance, Lessor and Lessee each hereby waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers and employees, for any damage to or destruction of property which shall occur on or about the Demised Premises and shall result from any of the perils insurable under any and all policies of insurance maintained by Lessor and Lessee, regardless of cause, including the negligence and intentional wrongdoing of either party and their respective agents, officers, and employees, provided, however, that this waiver shall be null and void to the extent that any such insurance shall be

** Such insurance shall be noncancellable without at least ten (10) days written notice to Lessor and to each mortgagee. Lessee agrees to deliver certificates of such insurance to Lessor as of the Commencement Date and thereafter at least ten (10) days prior to the expiration of any such policy.

invalidated by reason of this waiver. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

ARTICLE 15. Damage or Destruction. In the event that, at any time during the term of this Lease, the buildings and improvements on the Demised Premises shall be destroyed or damaged in whole or in part by fire or other cause, then unless Lessor otherwise agrees in writing, Lessee shall restore, repair, replace, or rebuild the buildings or improvements on the Demised Premises so damaged. Notwithstanding the foregoing, if the buildings or other improvemments on the Demised Premises shall be materially damaged or destroyed by fire or other cause (40% of the Demised Premises) during the last five (5) years of the term of this Lease or at any time during any extended term as provided in Article 28 hereof, and if Lessee has maintained the insurance required to be carried by Lessee pursuant to Article 13 hereof, then Lessee shall have the right, upon notice to Lessor within thirty (30) days after the date of such damage or destruction, not to restore or repair the buildings or improvements so damaged, and instead (a) Lessor shall receive a sum equal to the full amount of all insurance payable on account of such damage or destruction (excluding any portion specifically allocated to Lessee's trade fixtures or contents), (b) Lessee shall pay to Lessor the difference between the amount of such insurance and the cost of restoring or repairing such damage (including the amount of any deductible in respect of such insurance), and (c) Lessee shall cause all mortgages and other liens of record affecting Lessee's interest in the Demised Premises and/or any improvements thereto or thereon to be fully paid and discharged of record, whereupon this Lease shall terminate.

ARTICLE 16. Eminent Domain.

(a) If the whole or part of the building and improvements constituting a part of the Demised Premises shall be taken or any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking for any public or quasi-public use under any statute or by right by right of eminent domain (or purchase in lieu thereof) of the parking and improvements constituting a part of the Demised Premises, the direct result of which is that Lessee, cannot in Lessee's reasonable judgment continue to operate its business from the

Demised Premises in the manner and to the extent conducted prior to such taking, then and in such event Lessee shall have the right, but not the obligation, to terminate this Lease by giving thirty (30) days prior written notice specifically setting forth therein the reasons Lessee can not continue to operate of such termination to Lessor on or prior to the date of such taking (or purchase), and upon the giving of such notice of termination, the term of this Lease shall expire and come to an end as of the date of such taking or notice, with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease. Subject to Paragraph 16(b), in the event the Lease shall terminate or shall be terminated, Lessor shall receive all proceeds relating to such taking (or purchase) and the rental shall, if and when necessary, be adjusted to the date of the taking (or purchase) and neither party shall have any further rights or liabilities hereunder.

(b) In the event of a taking (or purchase), at any time during the term of this Lease, resulting in the termination of this Lease pursuant to the provisions of Paragraph 16(a), the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking and further agree that the aggregate net award after deducting all expenses and costs, including attorney's fees, incurred in connection therewith, payable to both Lessor and Lessee in accordance with their respective interests. If the award does not provide an allocation of the amount thereof according to Lessor's and Lessee's respective interests, and if Lessor and Lessee do not reach agreement with respect to the proper allocation within sixty (60) days after the amount of the award is determined absent such allocation in the award, then either party shall have the right to submit the determination of the allocation to binding arbitration in accordance with Article 40 hereof.

(c) In the event of a partial taking (or purchase) not resulting in the termination of this Lease, pursuant to the provisions of Paragraph 16(a), Lessor shall, to the extent of proceeds of the taking made available to Lessor, make all repairs to the parking improvements on the Demised Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete first-class architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase). All compensation available or paid to Lessor upon such partial taking (or purchase) in excess of the amount thereof needed by Lessee to repair and restore the buildings and improvements shall be distributed in the manner provided in Paragraph 16(b). In the event that Lessor is unable to provide Lessee with One Hundred Seventy size American car parking spaces Lessee shall have the right to terminate as hereinbefore provided in paragraph 16(b).

ARTICLE 17. Purchase Agreement. The cross-hatched on Exhibit "C" hereto is identified as the "Easement Property". The Lessee is to be granted various easements rights pursuant to Article 1 permitted assigns, transferees and successors, non-exclusive vehicular and pedestrian ingress and egress easements over the Easement Property. In addition, Lessor grants Lessee its permitted assigns, transferees and successors non-exclusive parking easements over the Easement Property. Lessor covenants and agrees not to construct any structures on the Easement Property nor impede or inhibit Lessees, its agents, assigns, successors, customers or business investors use of the Easement Property. Lessor further agrees to obtain a non-disturbance agreement from Lessor's mortgagee, any future mortgagee of Lessor who now or hereafter has a mortgage encumbering the Easement designated by Lessee as being necessary so that Lessee's non-exclusive rights to use the Easement Property for ingress, egress and parking are not disturbed by reason of any mortgage by a mortgage of Lessor. Lessee agrees that, subject to Lessor obtaining nondisturbance agreements as aforesaid, Lessee's rights to the Easement Property may be subordinated by Lessor to the lien of any mortgagee. Nothing herein contained shall be construed as prohibiting Lessor from constructing any structures or other improvements on any property of Lessor other than the Demised Premises or the Easement Property provided that such structures or other improvements do not materially adversely affect the traffic flow to the Demised Premises and do not materially adversely affect parking, as determined by Lessor in its reasonable discretion; provided, however, Lessor agrees not to construct or lease same for use as a full service restaurant.

ARTICLE 18. Leasehold Mortgages. Lessee and every permitted successor and assign of Lessee is hereby given the right by Lessor to mortgage its interest in this Lease, or any part or parts thereof, under one or more leasehold mortgage(s) ("Mortgages") and assign this Lease as security for such Mortgage(s) upon the condition that all rights acquired under such Mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interest of Lessor herein. If Lessee and/or Lessee's permitted successors and assigns shall mortgage this leasehold, or any part or parts thereof, and if the holder(s) of such Mortgage(s) shall promptly send to Lessor a true copy thereof, together with written notice specifying the name and address of the Mortgagee and the pertinent recording date with respect to such Mortgage(s), then the Lessor agrees that so long as any such Mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to Lessor, the following provisions shall apply:

(a) Lessor shall, upon serving Lessee with any notice of default, simultaneously serve a copy of such notice upon the holder(s) of such Mortgage(s). The Mortgagee(s) shall thereupon have the same period plus an additional ten (10) days, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Lessor shall accept such performance by or at the instigation or such Mortgage(s) as if the same had been done by Lessee.

(b) Anything herein contained notwithstanding while such Leasehold Mortgage(s) remain(s) unsatisfied of record, or until Lessor, if any default shall occur which, pursuant to any provision of this Lease, entitles Lessor to terminate this Lease, and if before the expiration of ten (10) days from the date of service of notice of termination upon such Leasehold Mortgagee(s) shall have notified Lessor of its desire to nullify such notice and shall have paid to Lessor all rent and additional rent and other payments herein provided for, and then in default, and shall have complied with all of the requirements of this Lease, if any are then in default, then in such event Lessor shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect.

(c) Lessor agrees that the name of the Mortgagee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee hereunder on condition that that insurance proceeds are to be applied in the manner specified in this Lease and that the Mortgage(s) or collateral document shall so provide.

(d) Lessor agrees that in the event of termination of this Lease by reason of any default by Lessee other than for nonpayment of rent or additional rent and other payments herein provided for, that Lessor will enter into a new Lease of the Demised Premises with appurtenant easement rights and nondisturbance agreements with the Mortgagee(s) or its nominee(s) for the remainder of the term, effective as of the date of such termination, at the rent and additional rent and upon the terms, provisions, covenants and agreements as herein contained and subject only to the same conditions of title as this Lease is subject to on the date of the execution hereof, and to the rights, if any, of any parties then in possession of any part of the Demised Premises, provided:

(1) Said Mortgagee(s) or its nominee(s) shall make written request upon Lessor for such new Lease at least fifteen (15) days prior to the date of such termination and such written request is accompanied by payment to Lessor of sums then due to Lessor under this Lease;

(2) Said Mortgagee(s) or its nominee(s) shall pay to Lessor at the time of the execution and delivery of said new Lease, any and all sums owed by Lessee;

(3) Said Mortgagee(s) or its nominee(s) shall perform and observe all covenants herein contained on Lessee's part to be performed and shall further remedy any other conditions which Lessee under the terminated Lease was obligated to perform under the terms of this Lease; and upon execution and delivery of such new Lease, any subleases which may have theretofore been assigned and transferred by Lessee to Lessor as security under this Lease, shall thereupon be deemed to be held by Lessor as security for the performance of all of the obligations of Lessee under the new Lease; and

(4) The Lessee under such new Lease shall have the same right, title and interest in and to the buildings and improvements on the Demised Premises as Lessee had under the terminated Lease.

(e) Nothing herein contained shall require the Mortgagee(s) or its nominee(s) to cure any default of Lessee referred to in Article 19 hereof.

(f) The proceeds from any insurance policies or arising from a condemnation are to be held by an Leasehold Mortgagee(s) and distributed pursuant to the provisions of this Lease.

(g) The term "Mortgage", whenever used herein, shall include whatever security instruments are used in the locale of the Demised Premises, such as, without limitation, deeds of trust, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code. The term "Mortgage", whenever used herein, shall also include any instruments required in connection with a sale-leaseback transaction.

(h) Nothing herein contained shall be construed as limiting Lessee's right to finance and/or refinance Lessee's trade fixtures, inventory and/or equipment.

(i) Upon a foreclosure of any such leasehold mortgage, the mortgagee shall agree in writing to attorn to and accept Lessor as the landlord under the terms and provisions of this Lease.

ARTICLE 19. Defaults.

(a) In the event (i) Lessee shall fail to pay any installment of Basic Rent or Percentage Rent when the same shall be due and payable and such failure shall continue for a period of five (5) days after the due date, or (ii)

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Lessee shall fail to perform any of the other covenants, conditions and agreements herein contained on Lessee's part to be kept or performed and such failure shall continue without cure for a period of thirty (30) days after notice by Lessor specifying in detail the nature of such failure, then in addition to and not in lieu of any other rights or remedies available to Lessor at law or in equity, Lessor may, at its option, elect to terminate the Lease and upon the date of such termination, the term and estate hereby vested in Lessee shall cease and any and all other right, title and interest of Lessee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Lessee shall continue to be liable to Lessor as provided by the laws and decisions of the State of New Jersey.

(b) Anything herein contained notwithstanding while such Leasehold Mortgage(s) remain(s) unsatisfied of record, and if any default shall occur which, pursuant to any provision of this Lease, entitles Lessor to terminate this Lease, and if before the expiration of ten (10) days from the date of service of notice of termination upon such Leasehold Mortgagee(s) and a Leasehold Mortgagee does notify Lessor of its desire to nullify such notice and shall have paid to Lessor all Basic Rent and Percentage Rent and other payments herein provided for, and then in default, and shall have complied with all of the requirements of this Lease, if any are then in default, then in such event Lessor shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect.

(c) Notwithstanding anything to the contrary contained in this Article 19, in the event that any default(s) of Lessee shall be cured in any manner hereinabove provided, such default(s) shall be deemed never to have occurred and Lessee's rights hereunder shall continue unaffected by such default(s).

(d) Upon any termination of the term of this Lease pursuant to Paragraph 19(a), or at any time thereafter, Lessor may, in addition to and not in lieu of any other rights or remedies Lessor shall have at law or in equity, reenter the Demised Premises and recover possession thereof and may dispossess any or all occupants of the Demised Premises in the manner prescribed in the statute relating to summary proceedings, or similar statutes; but Lessee in such case shall remain liable to Lessor as provided by the laws and decisions of the State of New Jersey.

(e) In the event Lessee shall fail to pay any installment of Basic Rent when the same shall be due and payable with a five (5) day notice period, Lessee shall pay to Lessor a late penalty of Fifty Dollar ($50.00) per day.

ARTICLE 20. Performance by Lessor. In addition to and not in lieu of the rights of Lessor pursuant to Article 19 hereof, any act or payment required to be performed or paid by Lessee pursuant to the terms of this Lease which is not performed or paid within the applicable grace period (if any) may be performed or paid by Lessor at Lessee's sole cost and expense after the giving by Lessor of at least fifteen (15) days prior notice of lessor's intent to perform such act or make such payment on behalf of Lessee unless Lessee fully performs such act or makes such payment within such fifteen (15) day period, and Lessee agrees that, on demand, Lessee shall reimburse Lessor for the entire cost and expense thereof. Lessee agrees to pay reasonable interest on monies advanced by Lessor including reasonable costs and attorneys fees.

ARTICLE 21. Quiet Enjoyment. Lessee, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping in all material respects all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease, without hindrance or molestation by anyone lawfully claiming under or through Lessor and that Lessor shall indemnify Lessee from and against any such claims. Lessor further agrees to use its best efforts to assure that other tenants of Lessor who lease real estate and/or improvements in or on the shopping center of which the Demised Premises is a part maintain such adjoining property and improvements in first-class condition and repair.

ARTICLE 22. Waivers.

(a) Failure of Lessor or Lessee to complain of any act or omission on the part of the other party shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or consent to any subsequent breach of the same or any other provision. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

(b) Except with respect to any judgment lien, Lessor hereby waives any so-called "landlord's lien" against the improvements, fixtures, equipment and inventory of Lessee with respect to the Demised Premises.

ARTICLE 23. Limitation of Liability. Notwithstanding anything to the contrary herein provided, it is specifically understood and agreed that there shall be absolutely no personal

liability on the part of Lessor or any successor in interest of Lessor, whether any such successor in interest shall be a corporation, or an individual, joint, venture, tenancy in common, firm or partnership, general or limited, or on the part of the members of such firm, partnership or joint venture with respect to any of the terms, covenants and conditions of this Lease and Lessee shall look solely to the equity of Lessor or such successor in interest in the Demised Premises for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor or by such successor in interest of any of the terms, covenants and conditions of this Lease to be performed by Lessor, such exculpation of personal liability to be absolute and without any exception whatsoever. Lessor agrees that if Lessee obtains a monetary judgment in court against the Lessor, which judgment Lessor does not successfully appeal, then Lessee shall have the right to offset the amount of such judgment together with Lessee's actual reasonable costs and expenses (including reasonable attorney's fees) against the Basic Rent next payable by Lessee hereunder until the amount of such judgment has been completely offset.

ARTICLE 24. Option Contract. This Lease Agreement shall be specifically contingent upon Lessor obtaining title to a portion of the Premises and liquor license as described in the Option Agreement and any amendments thereto by and between Lessor and the Quaker Oats Company attached as Exhibit B and made a part hereof. Lessor warrants and represents that Lessor has exercised its option as provided within the Option Agreement.

ARTICLE 25. Use Restrictions. So long as Lessee or its assigns operates or plans to operate a Mexican restaurant operation on the Demised Premises, or until the date twenty-five (25) years from the date hereof (if such period is shorter), Lessor agrees not to use within a ten (10) mile radius of the Premises any property owned, leased or otherwise controlled by them for the conduct of any full-service sit-down Mexican or Mexican/American specialty restaurants serving alcoholic beverages of any kind, and Lessor agrees to (i) place such restriction in all leases and deeds or conveyance of any such property and (ii) execute an instrument in recordable form confirming the existence of such restriction.

ARTICLE 26. Soil Tests. Immediately upon execution, Lessee shall have the right to enter upon the Demised Premises and make such soil test borings and other engineering tests and studies as it may deem necessary or desirable, all at its sole expense. Lessee agrees to indemnify, defend and hold harmless Lessor from and against all loss, costs, damage, expense or liability Lessor may incur arising wholly or in part out of any such soil borings or engineering studies. If, in the reasonable opinion of Lessee,

such soil test borings, topographical maps and other engineerings studies indicate that the soil and property characteristics of the Demised Premises do not indicate a capability of supporting structures suitable for the construction and operation of Lessee's restaurant or are otherwise unsatisfactory to Lessee, then Lessee shall have the right, within thirty (30) days after the date hereof, to give written notice to Lessor terminating this Lease, in which event the rights and obligations of the parties hereto (other than any rights or obligations which have accrued prior to such termination) shall thereupon cease. In the event Lessee shall terminate this Lease pursuant to this Article, copies of all such soil test reports and engineering information shall be delivered to Lessor at no cost and Lessee shall restore the Premises to substantially the same condition in which they were prior to our entry by Lessee.

ARTICLE 27. Conditions. Lessee and Lessor agree that the obligations of the parties hereto are subject to the satisfaction of the following contingencies and conditions in the manner and within the time limits herein specified, and if not so satisfied or waived by Lessee this Lease shall, at the option of either party, be terminated. Notwithstanding the foregoing, Lessee may, at its option, waive any of the conditions or contingencies set forth in this Article. In the event Lessee does not give Lessor written notice of the non-satisfaction of any conditions set forth herein within the time period herein specified such condition automatically shall be deemed satisfied or waived by Lessee.

(a) Permits. Lessee shall have obtained by December 15, 1984, ("Permitting Period"), all "Permits" (as hereinafter defined) based on plans and specifications submitted by Lessee for construction and operation of the Restaurant upon the Demised Premises. Lessee agrees to diligently pursue in good faith the obtaining of all of the Permits. If Lessee in due diligence is unable to obtain all Permits prior to the termination of the Permitting Period, this Lease shall terminate and neither party shall have no further liability whatsoever. "Permits" shall mean all of the governmental permits, licenses and authorizations required for the construction and operation (to the extent permits for operation are obtainable prior to construction) of Lessee's Restaurant upon the Demised Premises, including, but in no way limited to, building permits, use permits, signage permits, site use approval, zoning certificates, environmental and land use permits, driveway, curb cut, approach road and access road approvals, safety and transportation board approvals, water, sewer and utility certifications, and a license authorizing Lessee to sell and serve on the Demised Premises seven (7) days per week all forms of alcoholic beverages (a plenary retail consumption license).

(b) Leasehold Commitment and Policy. Promptly after the execution hereof by Lessee, Lessee shall order and procure a Title Commitment from a title insurance company satisfactory to Lessee. At the Commencement Date, a title insurance policy shall be issued to Lessee insuring Lessee's leasehold interest in the Demised Premises and rights to the Easement Property, as defined in Article 17 hereof, in the state required by Paragraph (d) hereof subject to any changes resulting from any act or omission of Lessee. Lessee shall pay for the cost of the premium for such title insurance. Lessor shall provide Lessee with a copy of its current title policy without cost.

(c) Survey of Demised Premises. Lessee agrees to obtain, within twenty (20) days after the Execution Date of the Lease, an ALTA boundary survey of the Demised Premises, with all improvements, easements (including utility easements), available utility services, encroachments, rights-of-ways and other matters of record pertaining to or affecting the Demised Premises plotted thereon, and showing the location of all streets, prepared and certified to Lessee by a land surveyor licensed by the State of New Jersey. Lessor agrees to provide Lessee with any and all surveys Lessor may have in its possession without cost to Lessee.

(d) Objections to State of Title. If title to the Demised Premises as set forth in said Title Commitment is not satisfactory to Lessee in its reasonable discretion, then Lessee shall given written notice to Lessor within five (5) business days after the date it receives the Title Commitment, specifying its objection(s) the state of title to the Demised Premises. Lessor shall thereupon have a period of thirty (30) days in which to remedy the objection(s) or to induce the Title Company to issue an endorsement to the Title Commitment satisfactory to Lessee insuring over or removing such objection(s). If Lessee's objection(s) to title to the Demised Premises are not remedied by Lessor within such thirty (30) day period, then Lessee shall have the right, within thirty (30) days thereafter, but no later than November 20, 1984 to give written notice to Lessor that Lessee waives such title defects or objection(s) and elects to proceed to lease the Demised Premises without any abatement of the rent and other obligations and to lease subject to such defects or objections; otherwise, this Lease shall be automatically cancelled and rescinded. Lessee has been proivded with copies of the easements of record on the Demised Premises and agrees that they are not an objection to the State of Title.

(e) Utilities. If Lessee in its reasonable discretion shall not have objected, in writing to Lessor within twenty (20) days after receipt of the survey described in Paragraph (c) above, to the availability and adequacy of the electricity, natural gas, water, sewer, telephone, and storm drainage facilities to serve

the Demised Premises and the Restaurant (all of which shall be identified and located on a survey to be obtained to Lessee), such right to object shall have been deemed to have been waived. Lessor, at its sole cost and expense, shall bring all utilities to the property line of the Demised Premises except natural gas.

(f) Financial Certification & Partnership Resolution. Deleted.

(g) Non-Disturbance Agreements. Within thirty (30) days after the date of this Lease, Lessor shall have obtained "Non-Disturbance Agreement meeting the requirements of Articles 17 and 18 hereof, respectively, from Lessor's current mortgagee or other holders of liens on the Demised Premises.

ARTICLE 28. Lessee's Option to Extend Term. Provided that Lessee is not in default hereunder in any material respect either at the time of exercise or at the commencement of the extended term, Lessee shall have the right to extend the term of this Lease for four (4) successive terms, of five (5) years each, respectively, under the same terms, conditions and provisions as established herein for the primary (20 year) term of this Lease. Any option to extend the term of this Lease to be effecting must be exercised by Lessee by written notice to Lessor at least three (3) months prior to the Commencement Date of each extension. Each extension under the term of this Lease shall commence immediately upon the expiration of the preceding term, provided Lessee has so exercised its option as to such extension.

ARTICLE 29. Liquor License. This Lease shall be additionally contingent upon Lessee's purchase and successful transfer of the Liquor License (No. 0802-33-020-003) currently held by a subsidiary of the Quaker Oats Company as provided in Exhibit B. The Purchase Price shall be Two Hundred Fifty Thousand Dollars ($250,000.00). Lessor shall have the first right, not the obligation, to repurchase the Liquor License at the sooner of the termination or expiration of the Lease for Two Hundred Fifty Thousand Dollars ($250,000.00).

ARTICLE 30. Force Majeure. Deleted.

ARTICLE 31. Notices. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and personally delivered or sent postage prepaid by United States registered or certified mail, return receipt requested, or overnight delivery service directed to the other party at its address first mentioned in the Preamble of this Lease, or such other address as either party may designate by notice given from time to time in accordance with this Article 31. Any notice which is mailed,

postage prepaid, shall be deemed given and received five (5) days after mailing unless the party sending such notice has proof of earlier receipt. The rent payable by Lessee hereunder shall be paid to Lessor at the same place where notice to Lessor is herein required to be directed.

ARTICLE 32. Certificates. Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to the commencement and expiration dates of the term of this Lease; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

ARTICLE 33. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

ARTICLE 34. Partial Invalidity. If any terms, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 35. Short-Form Lease. The parties will, at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short-form of this Lease reasonably satisfactory to both parties.

ARTICLE 36. Interpretation. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa, as the context shall require. The section headings

used herein are for reference and convenience only, and shall not enter into the interpretation hereof. The term "Lessor", whenever used herein, shall mean only the owner at the time of Lessor's interest herein, and upon any sale or assignment of the interest of Lessor herein, its respective successors in interest and/or assigns shall, during the term of its ownership of its respective estate herein, be deemed to be Lessor.

ARTICLE 37. Entire Agreement. No oral or prior written matter shall have any force or effect. Lessee agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Agreement shall not be modified or cancelled except by writing subscribed by all parties.

ARTICLE 38. Real Estate Broker. Lessor and Lessee mutually represent and acknowledge that no real estate brokers or salesmen have participated in this Lease transaction. Lessor and Lessee shall indemnify and hold harmless the other against any claims for commission or "finder's fees" arising out of the acts or dealings of the party hereto from whom indemnification is sought.

ARTICLE 39. Lessor's Representations. In order to induce Lessee to enter into this Lease, Lessor makes the following covenants and representations.

(a) Permits. Lessor knows of no reason why any of the Permits, as set forth in Article 27, would be denied to Lessee.

(b) Condition of Premises. Lessor knows of no patent or latent condition of or involving the Premises which could render it unsuitable for construction of a restaurant. Lessor has no actual knowledge of any foundations, pilings or footings located in or on the Demised Premises or any other condition affecting the land comprising the Demised Premises which would make the constuction of Lessee's improvements thereon unusually expensive.

(c) Possession. At the commencement of the term of this Lease actual possession of the Demised Premises shall be delivered by Lessor to Lessee free of the tenancy, occupancy or possession of any other person or entity.

(d) Zoning. Lessor knows of no reason why the zoning classification encompassing the Demised Premises would not permit the operation of the Restaurant.

(e) Confidentiality. Deleted.

ARTICLE 40. Arbitration. In the event of a dispute between Lessor and Lessee with respect to any issue of fact (other than one determined by the condemnation court or condemnation

commissioner or other body authorized to make the award) arising out of a taking referred to in Article 16 hereof, such dispute shall be determined as provided in this Article 40. Lessor and Lessee shall each appoint a fit and impartial person as arbiter who shall have had at least ten (10) years recent experience in the County of Gloucester, New Jersey, in a calling connected with the subject matter of the dispute. Such appointment shall be signified in writing by each party to the other, and the arbiters so appointed, in the event of their failure to agree upon the matter so submitted within thirty (30) days after the appointment of the second arbiter, shall appoint an umpire within fifteen (15) days after expiration of such thirty (30) day period. In the case of the failure of such arbiters to agree upon the matter so submitted and their failure to agree upon an umpire within the respective times specified, then such umpire shall be appointed by the American Arbitration Association from its qualified panel of arbitrators, and shall be a person having at least ten (10) years recent experience as to the subject matter in question. If the matter in dispute shall be the fair market value of the land, then, as an additional qualification for acting under this Article, the arbiters and the umpire, if any, shall be members of the American Institute of Appraisers. In case either Lessor or Lessee shall fail to appoint an arbiter, as aforesaid, for a period of twenty (20) days after written notice from the other party to make such appointment, then the arbiter appointed by the party not in default hereunder shall appoint a second arbiter and the two so appointed shall, in the event of their failure to agree upon any decision within ten (10) days thereafter, appoint an umpire. The arbiters and umpire, after being duly sworn to perform their duties with impartiality and fidelity, shall proceed with all reasonable dispatch to determine the question submitted. The decision of the arbiters or of the arbiters and umpire, as the case may be, shall be in writing and in duplicate, one counterpart thereof to be delivered to each of the parties hereto. The arbitration shall be conducted in accordance with rules of the American Arbitration Association, and the award of the arbiters and umpire shall be final and binding, and the fees incident to the proceedings shall be borne equally by Lessor and Lessee. The fees of respective counsel engaged by the parties, and the fees of expert witnesses and other witnesses called for by the parties, shall be paid by the respective party engaging such counsel or calling or engaging such witnesses.

ARTICLE 41. Purchase Right of First Refusal. If at any time during the term of this Lease, Lessor shall desire to accept a bona fide offer received by it to purchase the Premises, Lessor shall notify Lessee of such offer in the manner provided in this Lease for the giving of notice, (said notice shall include executed copies of all relevant documents and the name and address of offeror) and Lessee shall have the right to purchase the

Demised Premises upon the terms and condition of such offer by giving Lessor written notice of its election to do so within thirty (30) days after receipt of Lessor's notice. In the event Lessee fails to notify Lessor of its election within the thirty (30) day period, Lessor shall have the right to sell the Demised Premises to the person offering the terms and conditions no more favorable than those terms and conditions contained in said notice to Lessee. The rejection of any one or more offers by Lessee shall not affect its right of first refusal as to any other offer(s) to Lessor or its successors or assigns.

ARTICLE 42. Deleted.

ARTICLE 43. Parties. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns.

ARTICLE 44. Financing Assignment. In order for Lessee to finance the improvements and Restaurant building to be located on the Premises, as contemplated in Article 18 hereof Lessee shall be permitted to assign or transfer this Lease, any of its terms, the Leased Premises, or any part thereof, or permit the Leased Premises or any part thereof to be occupied by anyone other than Lessee without obtaining Lessor's prior written consent subject to the requirements Article 18 that (a) that such assignment or transfer is subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of Lessor therein and (b) the holder(s) of any mortgage(s) assigned or transferred encumbering this Lease, any of its terms the Leased Premises or any part thereof shall promptly send to Lessor a true copy of the Assignment and document together with written notice specifying the name and address of such transferee. It is a condition of this Lease that Lessee shall be at all times during the term of the Lease, except as otherwise provided herein, primarily liable for the satisfactory performance of all duties and obligations under the Lease.

ARTICLE 45. Submission of Lease. Submission of this Lease does not constitute an offer to lease, this Lease shall become effective upon execution by both Lessor and Lessee. The Commencement Date of this Lease shall be as hereinbefore provided.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

WITNESS:

By: _____

Title: _____ Pres

("Lessor")

or as an individual

x _____

on behalf of Kenneth A. Lacorte + William Englehart

WITNESS:

By: _____

Joseph P. Smaha, President

("Lessee")