

Fill in this information to identify the case:

Debtor 1 OCB Restaurant Company, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 21-30726-11

E-Filed on 05/20/2021
Claim # 115

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Fraye Enterprises, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Terry D Kordeliski</u> Name <u>PO box 892220</u> Number Street <u>Oklahoma City</u> <u>OK</u> <u>73189</u> City State ZIP Code Contact phone <u>(405) 703-5511</u> Contact email <u>tkordeliski@frayerenterprises.com</u>	Where should payments to the creditor be sent? (if different) <u>Ridgewater Team</u> Name <u>PO box 892220</u> Number Street <u>Oklahoma City</u> <u>OK</u> <u>73189</u> City State ZIP Code Contact phone <u>(405) 563-8955</u> Contact email <u>pgrimesheath@frayerenterprises.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>85</u>	
	Filed on <u>05/13/2021</u> MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 43,132.87. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
- Basis for perfection:** _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/20/2021
MM / DD / YYYY

Terry D. Kordeliski, II

Signature

Print the name of the person who is completing and signing this claim:

Name Terry D. Kordeliski, II
First name Middle name Last name

Title General Counsel

Company Frayer Enterprises, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - 1. Hometown lease 3-14-1989.pdf

Description -

2-14-89

INDEX TO LEASE
BUFFETS, INC.

-Yolanda...
m. 01.1-612-942-9760
As 382-9743
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L E A S E

This Lease, made and entered into this 14th day of MARCH, 1989, by and between Airport Square Investors ("Landlord") and Buffets, Inc., a Minnesota corporation ("Tenant").

W I T N E S S E T H :

1. Premises and Shopping Center. Subject to the terms and conditions contained herein, Landlord leases to Tenant and Tenant leases from Landlord the premises consisting of approximately Nine Thousand Six Hundred (9,600) square feet of leasable area ("Premises"), as cross-hatched on the floor plan attached hereto as Exhibit A, which Premises is part of the shopping center development known as Airport Square located at Airport Highway and Reynolds Road, Toledo, Ohio, consisting of approximately Ninety-Six Thousand Four Hundred Sixteen (96,416) square feet of leasable area, inclusive of the Premises ("Shopping Center"), as outlined in red on the floor plan attached hereto as Exhibit A and as legally described in Exhibit B attached hereto. In the event Tenant is required by law to use an enclosed garbage area, such area shall be made available and enclosed by Landlord, but shall not be considered a portion of the Premises and rent shall not be payable thereon.

2. Term. This Lease shall be for a term of Fifteen (15) full Lease Years and any Partial Lease Year commencing either (i) one hundred twenty (120) days after the Landlord completes Landlord's Work (as defined below), approves Tenant's Plans (as defined below), tenders possession of the Premises to Tenant, provides Tenant with a non-disturbance agreement from any and all groundlessors or mortgagees of the Shopping Center and Tenant obtains all necessary governmental permits and approvals concerning the construction and operation of the Premises, or (ii) the day Tenant opens the Premises for business, whichever comes first ("Commencement Date"), and ending Fifteen (15) Lease Years after the first day of the first complete Lease Year of the Term ("Expiration Date"). In no event shall the Commencement Date occur until the parking area adjacent to the Premises and access to the Premises is paved. Promptly following the Commencement Date, Landlord and Tenant shall enter into an amendment of this Lease setting forth the Commencement Date, Expiration Date and actual square footage of the Premises. Landlord shall give Tenant written notice of its intent to tender possession not less than seven (7) days prior to such tender of possession ("Notice of Tender"). It is presently estimated that Landlord's Work in the Premises will be completed by September 1, 1989, but such date is merely a target date, and Tenant agrees to accept Landlord's tender of possession when the Landlord's Work in the Premises has been completed; provided, however, Landlord shall not tender possession of the Premises prior to such date; further provided, however, in

the event Landlord has not given Notice of Tender within ninety (90) days after the target date, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord, as long as said notice is received by Landlord prior to the receipt by Tenant of the Notice of Tender. Tenant's taking physical possession of the Premises shall be conclusive evidence that Tenant accepts the same and that the Premises are in the condition called for by this Lease, subject only to defects, excluding latent defects, identified by Tenant within sixty (60) days after opening for business in the Premises and to latent defects identified by Tenant within one hundred eighty (180) days after opening for business in the Premises.

The following time schedule shall be incorporated into the Lease and shall be binding upon both Landlord and Tenant.

- A. Landlord shall provide building plans/blockouts to Tenant no later than March 15, 1989;
- B. Tenant shall submit plans to Landlord no later than May 1, 1989;
- C. Landlord and Tenant shall simultaneously submit plans for construction permits and approvals;
- D. Landlord and Tenant shall use best efforts to obtain necessary construction permits and approvals by June 1, 1989.

Any delay in the March 15, 1989, date in "A" above shall be cause for a corresponding change in the subsequent dates in "B" and "D". When Landlord and Tenant have received the construction permits and approvals provided for in this section, Landlord and Tenant shall be bound to perform under the terms and conditions of this Lease.

Tenant may renew and extend the Term for two additional periods of five years each. Tenant's option to renew and extend the Term shall be exercised by Tenant giving Landlord written notice thereof at least six months prior to the end of the initial Term or the extended Term, whichever is applicable. During the extension of the Term, all terms and conditions of this Lease shall remain in full force and effect except the Expiration Date shall be appropriately extended and the rent will be adjusted pursuant to Section 6.

3. Lease Year. "Lease Year" shall mean a portion of the Lease Term consisting of the period from January 1 through December 31. Any portion of the Lease Term which is less than a Lease Year shall be a "Partial Lease Year." The portion of the Lease Term commencing on the Commencement Date and ending on December 31 of that year shall be the "First Partial Lease Year."

4. Landlord's Work. Landlord agrees at its sole cost to provide: (i) 800 amp electrical service, at 120/208 volts, to the Premises including a distribution panel and all disconnects required by Tenant, located as directed by Tenant, (ii) 3,000,000 Btu's of natural gas to the Premises at pressure of at least equal to a 7 inch water column and located as directed by Tenant, (iii) 2 inch water supply line to the Premises at pressure of at least 50 pounds of pressure and located as directed by Tenant, (iv) sanitary drain and 5 inch sewer line to the Premises at a minimum depth of 48 inches, appropriate for restaurant purposes and located as directed by Tenant, (v) 40 tons of heating and air conditioning, with economizers and appropriate gas and electrical connections, in the size and type as specified by Tenant and located on the roof of the Premises, (vi) exterior walls taped, sanded and insulated up to the ceiling deck, (vii) sprinklers per code, and (viii) intentionally omitted. All of the above to be provided no later than thirty (30) days after Tenant commences its work. Landlord shall also provide access, within 100 feet of Tenant's premises, to 60 Amps of temporary electrical service at 120/208 volts with the usage costs to be paid by Tenant. Landlord shall also complete the additional work in the Premises that is to be performed by Landlord as set forth on Exhibit C attached hereto ("Landlord's Work"). Landlord's Work shall be completed in a good and workmanlike manner and in accordance with all applicable federal, state and local codes and ordinances. As provided for in Section 2, this Lease is subject to Landlord and Tenant obtaining, at their respective expense, the required amendment to the Shopping Center Site Plan and construction permits and Tenant's permits and approvals for construction and operation, which permits and approvals must be obtained by June 1, 1989, or as extended, or this Lease shall be null and void.

5. Tenant's Work. Tenant agrees that upon Landlord tendering possession of the Premises to Tenant, that Tenant, at its sole cost and expense, will promptly perform all work within the Premises required to prepare the same for the conduct of Tenant's business therein, including without limitation, the work set forth on Exhibit D attached hereto ("Tenant's Work"). It is understood and agreed that upon Tenant's or its employees, agents or contractors entering the Premises prior to the Commencement Date, for any purpose, including without limitation, the performance of Tenant's Work, all of the covenants and conditions of this Lease shall apply to the parties as if the Lease Term had begun at such time with the exception of those provisions as to Minimum Rent, Percentage Rent, Additional Rent and any other charges payable by Tenant, which shall go into effect as of the Commencement Date, even if Tenant's Work is not completed; provided, however, Tenant shall not be responsible for payment of rent until completion of Tenant's Work if any delay in completion of Tenant's Work is caused in any way by Landlord.

No later than May 1, 1989, or as may be extended, and prior to the commencement of Tenant's Work or any alterations or additions in, on or to the Premises, Tenant shall deliver to

Landlord, for its written approval, all drawings, plans and specifications for Tenant's Work or any addition or alteration (collectively referred to as "Plans"), which approval shall not be unreasonably withheld or unduly delayed. The Plans shall be deemed approved if Landlord has not objected thereto in writing within ten days after Tenant's submission of the Plans. All of Tenant's Work or any addition or alteration to the Premises shall conform to the approved Plans and any changes thereto approved in writing by Landlord. The Tenant's Work, any alteration or addition, together with all repairs required to be made by Tenant pursuant to this Lease, shall be made in a good and workmanlike manner and shall comply with all applicable federal, state and local codes and ordinances. Tenant shall obtain all necessary permits from the appropriate governmental authorities. Tenant may contest any lien filed against the Premises or Shopping Center or Landlord by reason of Tenant's Work or any alteration, addition or repair permitted or required to be made by Tenant pursuant to this Lease; provided, however, that Tenant shall cause such lien to be released prior to foreclosure of any interest of Landlord in the Premises or Shopping Center, and Tenant agrees to hold Landlord harmless from and against any and all claims and demands by contractors or other third parties against the Premises or Shopping Center or Landlord relating to or arising out of such work, alteration, addition or repair.

Tenant's Work and all replacements thereto, *T.L.S. RMR* except stock in trade, movable furniture and trade fixtures, shall become part of the realty and belong to Landlord at the Expiration Date. Any damages caused by the removal of any trade fixture shall be immediately repaired by Tenant at its sole cost and expense.

6. Rent.

A. Minimum Rent. Tenant agrees to pay to Landlord, without demand, a guaranteed annual rental ("Minimum Rent") equal to the following amount:

Partial Lease Year and Lease Years		
<u>1</u> through <u>5</u> :	\$ 86,400	<i>9-2</i>
Lease Years <u>6</u> through <u>10</u> :	\$100,800	<i>10-2</i>
Lease Years <u>11</u> through <u>15</u> :	\$115,200	<i>12-2 1/2 - 12-4</i>
First Extension (Lease Years 16 through 20):	\$125,280	<i>13-2 1/2 - 13-4</i>
Second Extension (Lease Years 21 through 25):	\$144,000	<i>14-2 1/2 - 14-4</i>

payable in equal monthly installments of one-twelfth of the Minimum Rent each, on or before the first day of each month in advance to Landlord at 1049 South McCord Road, Holland, Ohio 43528, or at such other place as Landlord may from time to time designate in writing, without deductions or setoff whatsoever, except as provided in Section 27 of this Lease. If the Commencement Date of this Lease is not on the first day of a month, the Minimum Rent

for such partial month shall be prorated proportionately to the number of days of the Term in such month and shall be due and payable upon the Commencement Date of this Lease. In any Partial Lease Year, the Minimum Rent shall be prorated proportionately to the number of days of the term in the Partial Lease Year, but the monthly installments of Minimum Rent for the Partial Lease Year (except for a partial month) shall be as it would be if it were a full Lease Year.

B. Percentage Rent. In addition to the Minimum Rent provided for in Section 6A of this Lease, Tenant agrees to pay percentage rent ("Percentage Rent") to Landlord in an amount equal to three percent (3%) of Gross Sales (as defined below) for a particular Lease Year in excess of the following amounts:

Partial Lease Year and Lease Years	
1 through 5 over	\$1,728,000
Lease Years 6 through 10 over	\$2,016,000
Lease Years 11 through 15 over	\$2,304,000
First Extension (Lease Years 16 through 20)	\$2,505,600
Second Extension (Lease Years 21 through 25)	\$2,880,000

In any Partial Lease Year, Percentage Rent shall be payable in excess of the amount listed above for the applicable Lease Year prorated proportionately to the number of days in the Partial Lease Year.

The term "Gross Sales" means the gross amount received by Tenant from all orders placed and filled, and all sales and services made or rendered, in or from the Premises, whether for cash or credit. Gross Sales shall not include:

- (a) Receipts from vending machines, coin-operated amusement devices and pay telephones.
- (b) Receipts from the sale of gift certificates until such are redeemed.
- (c) Any sale to an employee of Tenant.
- (d) Any refund which is made to any customer.
- (e) Any sales tax or other payment required by governmental law or regulation.
- (f) Receipts from orders placed at the Premises, but filled elsewhere.
- (g) Bad debts and "nonsufficient funds" checks.
- (h) Sales of fixtures or equipment not in the ordinary course of business.

- (i) Any charge paid by Tenant as a finance charge for credit card services.

Percentage Rent shall be due and payable annually within forty-five (45) days after the end of the applicable Lease Year. Concurrently with the payment of Percentage Rent, Tenant shall deliver a report of its Gross Sales for the applicable Lease Year. Said report shall be certified by an authorized employee of Tenant and kept in accordance with Tenant's usual and generally accepted accounting practices. Should Landlord require an audit of the sales records pertaining to the Premises, Tenant agrees to make available to Landlord, at Tenant's corporate offices, all of Tenant's books and records necessary to accomplish said audit. Landlord's right to audit such records for any particular Lease Year shall be limited to only one time and only continue for the twelve (12) months following the end of such Lease Year.

T. C.
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C. Additional Rent. Tenant shall pay as "Additional Rent" during the Term hereof Tenant's Proportionate Share (as defined below) of the costs and expenses paid or incurred by Landlord during the Term of this Lease or any extension thereof, including without limitation, Taxes and Operating Expenses (as defined below). Tenant shall pay all sums required to be paid as Additional Rent promptly within thirty (30) days after Tenant's receipt of a detailed statement therefor without any deductions or setoffs whatsoever, except as provided in Section 27 of this Lease, directly to Landlord at the place where the Minimum Rent is payable.

"Tenant's Proportionate Share" as referred to in this Lease shall be a fraction, the numerator of which is the number of square feet of leasable area in the Premises and the denominator of which is 96,416 square feet, the gross leasable area of the Shopping Center at the time of the execution of this Lease. Any changes in the gross leasable area of the Premises shall be effective as of the first calendar month following the day of the change. Any changes in the gross leasable area of the Shopping Center shall be effective for a decrease as of the first calendar month following the day of the decrease and for an increase as of six (6) months after the day construction begins. Leasable area shall be computed by measuring from the outside face of corridor walls to the outside face of exterior walls and from the center line to center line of demising walls. No deduction or exclusion shall be made in the computation of leasable area by reason of interior partitions or other interior construction or equipment. In no event shall the leasable area of the Premises be more than the approximate square footage set forth in paragraph one of this Lease. Minimum Rent and all other charges shall be adjusted based on the actual square footage of the Premises.

7. Failure to do Business. Subject to applicable laws and ordinances, Tenant agrees to conduct its business in and operate one hundred percent (100%) of the Premises during the entire term of the Lease and any extension thereof on all days,

except Christmas Eve and Christmas Day and due to inclement weather, during at least the following hours: 11:00 a.m. to 3:30 p.m. and 4:00 p.m. to 8:00 p.m. Tenant shall use for office, clerical or other nonselling purposes only such space in the Premises as is reasonably required for Tenant's business on the Premises. Tenant may extend such hours at its option and in such event shall not be responsible for the cost of any excess services during such extended hours except as through Operating Costs.

8. Taxes. The term "Taxes" as used herein shall include, among others, real estate taxes, assessments (special or otherwise), sewer and water charges, interest on installment payments of Taxes and any other federal, state or local governmental tax or charge now or hereafter levied or assessed against the Shopping Center (but not including any franchise tax or any other taxes measured by Landlord's income or profits from the Shopping Center or the operation thereof, unless the same are imposed in lieu of real estate taxes or assessments, or any penalties for delinquent payments and not including any assessments levied in connection with the original construction of the Shopping Center). Taxes shall also mean any personal property taxes imposed upon the equipment of Landlord or machinery of Landlord located at the Shopping Center and all costs and fees, including reasonable attorneys' and appraisers' fees incurred by Landlord in reasonably contesting Taxes and reasonably negotiating with public authorities as to the same. In the event that any Taxes may, at the option of the taxpayer, be paid in installments, such Taxes shall be deemed paid in installments over the maximum period permitted by the taxing authority.

Tenant agrees to pay before delinquency any taxes levied or assessed upon Tenant's personal property located in the Premises.

Tenant agrees to pay to Landlord Tenant's Proportionate Share of the Taxes which may be payable to any lawful authority for each calendar year during the term hereof ("Tenant's Tax Expense"). Tenant's Tax Expense shall be determined by multiplying the Taxes by Tenant's Proportionate Share. Landlord's current estimate of Tenant's Proportionate Share for the First Partial Lease Year shall be \$.90 per square foot of leasable area.

Upon receipt of a Tax bill due and payable in any calendar year during the term hereof, Landlord shall promptly furnish to Tenant a copy of such tax bill and a written statement of the actual amount of Tenant's Tax Expense concerning such bill and Tenant shall pay such amount to Landlord within thirty (30) days prior to required payment to the taxing authority. For the calendar years in which this Lease commences and terminates, Tenant's Tax Expense shall be subject to a pro-rata adjustment based upon the number of days of said calendar year during which the term of this Lease is in effect. A copy of the Tax bills submitted by Landlord to Tenant shall at all times be sufficient

evidence of the amount of Taxes assessed against the property to which such bill relates.

9. Operating Expenses.

A. Definition. Tenant shall pay to Landlord as Additional Rent Tenant's Proportionate Share of all costs and expenses paid or incurred by Landlord in operating, cleaning, equipping, protecting, lighting, insuring, repairing and maintaining the Shopping Center and other costs paid or incurred by Landlord reasonably related to the operation of the Shopping Center ("Operating Expenses"). Operating Expenses shall include, but not be limited to: illumination and maintenance of signs; utilities; supplies; janitorial services; total employee compensation and benefits, including worker's compensation insurance; garbage, snow and ice removal; insurance, including rent insurance and any other insurance required by Section 17B of this Lease or any mortgage or ground lease; maintenance and repairs, including those to any utility, security or lighting system located within or on the Shopping Center; landscaping; painting; lighting; amortization of equipment used in operation and maintenance of the Shopping Center; amortization of capital expenditures which reduce the Operating Expenses of the Shopping Center; cleaning, sealing and striping of parking lots and other areas; installation and operation of loudspeaker system and music program services; maintenance and repair of sprinkler systems; and, an amount equal to fifteen percent (15%) of the aggregate of the above expenses, except insurance, to cover administration, management, bookkeeping and accounting. Provided, however, notwithstanding anything to the contrary in this Lease, Operating Expenses shall not include the amortization of any capital improvements made to the Shopping Center intended to reduce Operating Expenses except to the extent of the reduction in any particular Lease Year; costs incurred in connection with the original construction or expansion of the Shopping Center, including any interest or payments on any financing; cost of correcting defects in the initial design or construction of the Shopping Center or expansion; any expense resulting from the negligence of Landlord or as a direct result of Landlord's failure to use reasonable efforts to minimize expenses; cost of repairing any damage caused by other tenants in the Shopping Center; reserves for anticipated future expenses; legal and other fees; leasing commissions; advertising expenses; any items for which Landlord is reimbursed by insurance; any bad debt loss, rent loss or reserves for bad debts or rent loss; the cost of providing improvements within the Shopping Center of any other tenants; all interest or penalties incurred as a result of Landlord's failure to pay any bill as it shall become due; the cost of leasing anything other than items whose purchase price would be included in reimbursable expenses hereunder; any cost related to the operation of Landlord as an entity rather than the operating of the Shopping Center, including the cost and formation of the entity, internal accounting, legal matters, preparation of tax returns, etc.; the cost of garbage removal and maintenance and repair of common garbage areas if Tenant has an exclusive and enclosed garbage area which it

maintains and repairs pursuant to Section 15B; the cost of any utility, maintenance, service or repair provided to other premises if such utility, maintenance, service or repair is separately charged to the Premises; as to Partial Lease Years, the cost of utilities, maintenance, service and repair actually performed prior to the start or after the end of the Partial Lease Year and, all employment costs which are not properly allocable to the participation of Landlord's employees in the management of the Shopping Center. The cost of insurance required by Section 17B shall be based on a pro rata share but the Tenant shall have the right to insure the building himself and have it deleted from the Landlord's complete insurance package for the entire Shopping Center. Tenant's right to insure its own premises is subject to mortgagee's approval and further subject to insurance being issued by a company reasonably acceptable to Landlord and its mortgagee.

B. Payment. Tenant's Proportionate Share of the Operating Expenses for each Lease Year during the Lease Term or any extension thereof shall be paid in monthly installments in advance on or before the first day of each calendar month in an amount reasonably estimated by Landlord at the commencement of each Lease Year ("Estimated Monthly Operating Expense Payment"), which for the First Partial Lease Year shall be \$600.00 per month. If the Commencement Date is other than on the first day of a calendar month, Tenant's Estimated Monthly Operating Expense Payment for such partial month shall be prorated proportionately to the number of days of the Term in such month and shall be due and payable upon the Commencement Date of this Lease. Within sixty (60) days after the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement prepared according to generally accepted accounting principles and which will itemize the various components and amounts of the Operating Expenses and specify the actual amount of Tenant's share of the Operating Expenses for such period, the aggregate Estimated Monthly Operating Expense Payments made by Tenant for such period, the deficiency or overage from such payments and the amount of Tenant's Estimated Monthly Operating Expense Payment for the then current Lease Year. Within thirty (30) days after the rendition of such statement by Landlord, Tenant shall pay to Landlord any deficiency shown on the statement for the prior Lease Year. If the statement indicates an overpayment by Tenant, then the amount so overpaid shall be paid to Tenant at the time of delivery to Tenant of the written statement of actual Operating Expenses. If the statement is rendered after the commencement of the Lease Year and there has been an increase in the Estimated Monthly Operating Expense Payment for the current Lease Year, any deficiency in the payments already made by Tenant for the current Lease Year prior to the receipt of the statement shall be paid by Tenant with the first Estimated Monthly Operating Expense Payment becoming due after the receipt of the statement. If there is a decrease in the Estimated Monthly Operating Expense Payment for the current Lease Year, as shown on the statement, then any overpayment made by the Tenant for the current year prior to the receipt of the statement shall be paid to Tenant at the time of delivery of the written statement of actual Operating Expenses.

Landlord shall use its best efforts to minimize Operating Expenses. In addition to the payment required in this Section 9(B), the Tenant agrees to pay, but not more than one (1) time every seven (7) years, for resurfacing of the parking lot with no more than one inch (1") of asphalt. This cost is not subject to the limitation in Section 9(C).

C. Limitation. Notwithstanding anything herein to the contrary, in no event shall Tenant be required to pay more than the following sums for estimated or actual Operating Expenses, excluding the cost of insurance required by Section 17B, in any Lease Year:

For Partial Lease Year and Lease Years 1 through 5:	\$	7,200
For Lease Years 6 through 10:	\$	9,600
For Lease Years 11 through 15:	\$	12,000
For First Extension (Lease Years 16 through 20): Shall not exceed a full CPI adjustment over the CAP rate for years 1 through 5.	\$	
For Second Extension (Lease Years 21 through 25): Shall not exceed a full CPI adjustment over the CAP rate to be established for years 16 through 20.	\$	

10. Disputes. Any statement rendered by Landlord to Tenant for Tenant's Proportionate Share of Taxes and Operating Expenses charges as respectively described in Sections 8 and 9 herein shall be conclusive and binding on Tenant and deemed accepted by Tenant unless within one year after the receipt of such statement Tenant shall notify Landlord in writing of the items it disputes ("Notice of Dispute"). Pending the determination of such dispute, Tenant shall pay all amounts due as indicated on the statement and such payment shall be without prejudice to Tenant. In connection with determining and resolving such dispute, Tenant may audit and review the books of Landlord kept in connection with the Taxes and Operating Expenses. If the dispute is not amicably settled between Landlord and Tenant within thirty (30) days after Landlord's receipt of the Notice of Dispute, either party may refer the disputed items to a reputable firm of independent certified public accountants, selected by Landlord and approved by Tenant, for a decision, and the decision of such firm shall be conclusive and binding upon Landlord and Tenant. The expenses involved in such determination shall be borne by the party against whom a decision is rendered by such accountants, provided that if more than one item is disputed and the decision shall be both parties, then the expenses shall be apportioned according to the monetary value of the items decided against each party. If the dispute on any items shall be determined in Tenant's favor the amount of Tenant's overpayment shall be immediately refunded to Tenant.

11. Utilities. All utilities, including without limitation, gas, water, telephone, electricity, and heating,

ventilating and air conditioning shall be provided to the Premises by either Landlord or third party providers. The cost of utilities which are not separately metered shall constitute Operating Expenses. The cost of utilities which are separately metered shall be paid by Tenant directly to the provider of said services on or before the due date, and Tenant agrees to protect and save Landlord harmless against any claim therefor.

Tenant shall make all appropriate applications to the providers of all utilities at such times as shall be necessary to insure utilities being available at the Premises no later than the Commencement Date of this Lease and by such date shall pay all required deposits, connection fees and/or charges for meters. Tenant shall operate its heating and/or air conditioning in the Premises in accordance with the federal and state regulations for temperature control during the hours that Tenant is open for business in such a manner as to maintain an adequate and comfortable temperature within the Premises without drawing upon the heating and/or air conditioning system maintained by Landlord for the common area of the building in which the Premises is located.

In the event any utility supplied to the Premises by Landlord is interrupted for more than 48 hours and Tenant is, in its reasonable opinion, unable to conduct its business in all or a part of the Premises as a result thereof, Tenant shall be entitled to abatement of Minimum Rent, Percentage Rent and Additional Rent to the extent and for the period Tenant is unable to conduct its business in the Premises.

12. Advertising and Promotion. Intentionally Omitted.

13. Use of Common Areas. Tenant and its agents, employees, customers and invitees shall have the reasonable nonexclusive right in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use such side walks, roadways, public and common washrooms, corridors, parking facilities and other common areas and facilities as may from time to time exist and be generally available to all occupants of the Shopping Center. Landlord shall at all times have full control, management and direction of the common areas and facilities and shall maintain and repair same in such a manner as Landlord in its reasonable discretion as the operator of a first class Shopping Center shall determine. Landlord reserves the right, at any time, to reasonably reduce, increase or otherwise change the size, number, location, layout and nature of the common areas and to change the name, number or designation by which the Shopping Center is commonly known; provided, however, that no such action by Landlord shall impair access to the Premises from Reynolds Road and Airport Highway, reduce visibility of the Premises or its signs from Reynolds Road, make the Premises less attractive or interfere in any way with Tenant's business in the Premises, cause additional structures to be constructed on top of the Premises, cause the relocation of the Premises, or reduce the parking immediately adjacent to the Premises (which is outlined on

Exhibit A and contains at least 120 parking spaces) or the parking ratio of the Shopping Center below a ratio of five parking spaces per one thousand square feet of leasable area in the Shopping Center. Landlord may designate an employee parking area to be used by the Tenant's employees. Said area shall be within the Shopping Center premises and lighted to the same standards as the customer parking lot.

14. Permitted Use. The Premises shall be used as a restaurant which may, at the option of Tenant and subject to applicable laws and governmental regulation, serve alcohol. Landlord shall not lease space in the Shopping Center to any other tenant whose primary business conducted in such space is the operation of a cafeteria or buffet-style restaurant. If requested by Tenant, Landlord shall provide for the recording of a memorandum of this Lease which will include the exclusive right to operate a restaurant as granted by this Section. Tenant shall not do or permit anything to be done on, in or about the Premises or Shopping Center which in any way will obstruct or interfere with the rights of any other tenant or subtenant of the Shopping Center or use the Premises for any unlawful or improper purpose; provided, however, that Tenant shall not be in violation of this provision so long as it is using the Premises consistently with the above stated use clause. Tenant shall not commit waste upon the Premises and Tenant shall not do any act upon the Premises or make any use thereof which may make void or voidable any insurance on the Premises or Shopping Center and in the event any act upon the Premises or Shopping Center by Tenant or any use thereof by Tenant, including any unauthorized vacancy thereof, results in an increase or extra premium payable for insurance on the Premises or Shopping Center, said increase or extra premium shall be paid by Tenant upon demand by Landlord; provided, however, that Tenant's use of the Premises in accordance with the above stated use clause shall not trigger this provision. Tenant shall conduct its business from the Premises under its trade name, "Old Country Buffet" or any other name used by a majority of Tenant's restaurants in the state of Ohio.

15. Maintenance and Repairs of Shopping Center and Premises.

A. Landlord's Repair. Except as required to be performed by Tenant pursuant to Section 15B, Landlord shall keep and maintain in good condition and repair all portions of the Shopping Center and Premises, including, without limitation the foundation, exterior walls, roof, slab floor, footings and all mechanical, electrical and utility systems outside the Premises and electrical and utility systems inside the Premises which are not exclusively serving the Premises. In the event Tenant is, in its reasonable opinion, unable to conduct its business in all or a part of the Premises for more than 48 hours as a result of necessity of such repairs or maintenance or any excavation or other building operation on any land adjoining the Shopping Center, Tenant shall be entitled to abatement of Minimum Rent,

Percentage Rent and Additional Rent to the extent and for the period Tenant is unable to conduct its business in the Premises as a result thereof.

B. Tenant's Repair. Tenant shall keep and maintain in good condition and repair the Premises and every part thereof, including without limitation; the exterior and interior portion of all windows and window frames; doors and door frames; plate glass; store front; signs; fixtures; plumbing, lighting, electrical, sewage, heating, air conditioning and sprinkler systems, equipment and facilities located in and exclusively serving the Premises; interior walls, partitions; floors and floor coverings; ceilings; show cases; and that portion of any pipes, lines, ducts, wires or conduits installed by Tenant contained under, above or within and exclusively serving the Premises; provided, however, that Tenant shall not be required to make any capital improvements to the Premises unless required as a result of its specific use of the Premises. Tenant shall, at its expense, repair and replace any and all broken or cracked plate or other glass located in the interior or on the exterior of the Premises with glass of equal quality. Tenant shall keep and maintain the Premises, at its sole cost and expense, in a sanitary and safe condition in accordance with the laws of the state of Ohio and in accordance with all mandatory directions, rules and regulations of the appropriate governmental agencies; provided, however, that Tenant shall not be required to make any capital improvements to the Premises as a result of such governmental requirements unless required as a result of its specific use of the Premises. If Tenant refuses or neglects to promptly repair or properly keep and maintain the Premises, Landlord may, after reasonable written notice to Tenant (but not less than thirty (30) days unless an emergency), but shall not be obligated to, make and complete such repairs and maintenance on behalf of Tenant, and Tenant shall pay Landlord the costs incurred therefor upon demand.

16. Signs. Tenant may, in its discretion, install its standard sign on the front and side of the Premises with individually illuminated letters of no more than 4 feet in height and its standard size on any communal Shopping Center pylon, if said pylon should be built. In addition, Tenant may hang "coming soon" and "now open" banners on the front and side of the Premises within 30 days of opening for business. All signs must conform to the city of Toledo sign code. Tenant would have third choice of position on the pylon after Children's Palace and the tenant in the Poland's space. If a pylon sign is built, Tenant shall pay its pro rata share of the cost of said pylon.

17. Insurance.

A. Tenant's Insurance. Tenant shall, during the Term hereof and any extension thereof, at its sole expense, insure the store front, Tenant's Work, alterations or improvements made to the Premises and the equipment, stock in trade, fixtures, furnishings and other personal property located, leased or stored by

T.L.S. it in or about the Premises against loss or damage to the Premises as a result of perils that are covered under standard insurance industry practices within the classification of broad form "fire and extended coverage insurance," together with insurance against sprinkler leakage, vandalism, malicious mischief, and other perils within the "all risk" classification, which insurance shall be in an amount equal to ~~XXXXXXX~~ the full replacement value; provided, however, Tenant shall be entitled to reasonable deductibles in its insurance coverage. Tenant shall also maintain, during the term hereof or any extension thereof, comprehensive general public liability insurance (which shall include worker's compensation coverage in statutory amounts) in amounts commercially reasonable, which amounts at the date hereof shall be One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Five Hundred Thousand and No/100 Dollars (\$500,000.00) for loss or damage to property. Tenant may self-insure with respect to plate glass ^{only} the policies of insurance mentioned in this paragraph shall not be subject to cancellation, termination or change without first giving thirty (30) days' prior written notice to Landlord and shall name Landlord as an additional insured and shall, at Landlord's option, include the holder of any mortgage or the Landlord's lessor. Such insurance may be furnished by Tenant under any blanket policy carried by it covering additional items, locations or insureds. A certificate of the insurer certifying to the issuance of such policy shall be delivered to Landlord prior to the commencement of Tenant's Work and at least twenty (20) days prior to the expiration of a preceding insuring period. If Tenant fails to comply with the requirements of this section, Landlord may but shall not be obligated, to obtain such insurance and keep the same in effect and Tenant shall pay to Landlord the premium therefor upon demand. T.C.S.

B. Landlord's Insurance. Landlord shall, during the Term hereof and any extension thereof, carry insurance with respect to the Shopping Center, insuring against loss or damage and destruction to the Shopping Center as a result of perils that are covered under standard insurance industry practices within the classification of broad form "fire and extended coverage insurance" together with insurance against sprinkler leakage, vandalism, malicious mischief and other perils within the "all risk" classification, which insurance shall be for the full replacement cost thereof. Landlord shall also maintain comprehensive general public liability insurance (including worker's compensation coverage in statutory amounts) in amounts commercially reasonable, which amounts at the date hereof shall be One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Five Hundred Thousand and No/100 Dollars (\$500,000.00) for loss or damage to property. Such liability coverage shall include an endorsement covering contractual liability and an endorsement covering claims arising out of false arrest, detention, false imprisonment, defamation of character, libel and slander, wrongful eviction and invasion of privacy, without exclusion of coverage for claims for personal injury brought by employees of an insured.

18. Estoppel, Subordination, Non-Disturbance and Attornment.

A. Estoppel. Each party agrees within twenty (20) days after request therefor to execute in recordable form and deliver to the requesting party a statement in writing certifying, if correct, (a) that this Lease is in full force and effect; (b) confirming the Commencement and Expiration Dates of the Term; (c) certifying that Tenant is the occupant of the Premises and the date Tenant commenced operating Tenant's business therein; (d) that the Lease has not been assigned, modified, supplemented or amended except by such writings as shall be stated; (e) that rent is paid currently without any offset or defense thereto; (f) the amount of rent, if any, paid in advance; and (g) that the requesting party has fulfilled all its obligations under the Lease and that there are no known defenses or offsets against the requesting party's enforcement of this Lease except such as shall be stated. The requesting party warrants that Landlord and its mortgage lenders, lessors and/or purchasers shall be entitled to rely upon any such written declaration made by the other party.

B. Subordination, Non-Disturbance and Attornment. This Lease is and shall be subject and subordinate at all times to all ground or underlying leases which now exist or may hereafter be executed affecting the Premises and/or the Shopping Center and all existing and subsequent mortgages placed on or against the Shopping Center or Landlord's interest or estate therein, including all extensions, renewals, amendments and supplements to any such lease or mortgage, provided the rights of Tenant under this Lease are recognized. Tenant agrees to promptly execute and deliver upon written request by Landlord all necessary subordination documents required by Landlord's lenders, lessors and/or purchasers; provided such lender, lessor and/or purchaser delivers a non-disturbance agreement to Tenant. Tenant also agrees that any lender or lessor may elect to have this Lease be a prior lien to its mortgage or lease and in the event of such election and upon notification by such lender or lessor to Tenant to that effect this Lease shall be deemed prior to the lien of said mortgage or lease whether this Lease is dated prior to or subsequent to the date of said mortgage or ground lease.

In the event of a sale, transfer or assignment of Landlord's interest in the Shopping Center or any part thereof, or in the event any proceedings are brought for foreclosure of a mortgage made by Landlord covering the Premises or in the event of a cancellation, termination or foreclosure of any ground or underlying lease covering the Shopping Center or any part thereof, Tenant agrees to attorn to and recognize such transferee, purchaser, lessor or mortgagee as Landlord under this Lease, provided the rights of Tenant under this Lease are recognized.

Prior to delivery of possession of the Premises, Landlord shall provide Tenant with a non-disturbance agreement from any existing ground lessor or mortgagee.

19. Assignment. Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein or sublease any part or all of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. In the event that Tenant, with or without the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest therein or sublease the Premises, Tenant shall not be released from any of its obligations under this Lease, unless the assignee or transferee has a net worth of equal to or greater than \$5,000,000 in which case Tenant shall be released. Landlord's consent to any of the foregoing shall not constitute a consent to any other assignment, transfer or sublease. If this Lease be assigned or if the Premises or any part thereof be subleased or occupied by anybody other than Tenant, whether with or without Landlord's consent, Landlord may collect from the assignee, sublessee, occupant, licensee or concessionaire, any rental or other charges payable by Tenant under this Lease, and apply the amount collected to the rental and other charges herein reserved, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee, occupant, licensee or concessionaire as Tenant nor a release of Tenant from the performance by Tenant of this Lease. Notwithstanding anything contained herein to the contrary, Tenant may, without consent of Landlord, at any time assign or otherwise transfer this Lease or any portion thereof to any parent, subsidiary or affiliate corporation or entity; any corporation resulting from the consolidation or merger of Tenant into or with any other entity; or, any person, firm, entity or corporation acquiring a majority of Tenant's issues and outstanding capital stock or a substantial part of Tenant's physical assets. As used herein, the expression "affiliate corporation or entity" means a person or business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by or is under control with Tenant. The word "control" means the right and power, direct or indirect, to direct or cause the direction of the management and policies of a person or business entity, corporation or otherwise. Tenant agrees that it will not assign the Lease to any assignee or transferee if their use would be in violation of an exclusive use previously granted to another tenant or in violation of the terms of any other lease then in effect at the Shopping Center.

20. Alterations. After the completion of Tenant's Work, Tenant may make alterations and additions to the Premises; provided, however, that any alteration or addition which costs in excess of \$20,000 or is structural in nature shall not be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any alterations or additions approved by Landlord shall be made at Tenant's sole cost and expense.

21. Damage or Destruction of Premises. If all or any part of the Premises or the Shopping Center shall be damaged or destroyed by fire or other casualty, Landlord shall, unless the

Lease is terminated as provided herein, diligently proceed to restore the Premises and the Shopping Center to the condition in which it existed immediately before the destruction or damage; provided, however, that Landlord's obligation in the Premises is limited to the basic building structure and Landlord's Work. In the event Landlord does not complete such restoration within 180 days after the destruction or damage, Tenant may terminate this Lease by giving Landlord written notice within twenty (20) days after the expiration of such 180 day period. If, as a result of the destruction or damage, all or part of the Premises is, in the reasonable opinion of Tenant, rendered untenable, Minimum Rent, Percentage Rent and Additional Rent shall abate during the period of restoration in proportion to the amount of square feet of leasable area of the Premises rendered untenable. All rental will resume upon the earlier of (i) 120 days after Landlord has finished its work in the Premises and delivered possession of the Premises to Tenant, whether or not Tenant has finished its work, unless Tenant's delay in finishing its work is caused in any way by Landlord; or (ii) the day Tenant reopens for business in the Premises. Tenant shall give prompt notice to Landlord of any fire or other damage to the Premises or Shopping Center.

In the event of material damage or destruction to the Shopping Center or the Premises or in the event Landlord is prohibited from repairing or rebuilding the Shopping Center by any law or ordinance or in the event the damage or destruction cannot be restored within 180 days after the damage or destruction, Landlord or Tenant may terminate this Lease upon thirty (30) days' written notice to the other party; provided, however, that if Landlord terminates this Lease, it must terminate all other tenants of the Shopping Center similarly situated and similarly affected by the damage or destruction. The Lease Term shall expire as of the date of damage and Tenant shall vacate and surrender the Premises to Landlord within thirty (30) days after delivery of or receipt of such termination notice. "Material damage or destruction," as used in this section means such damage or destruction that exceeds fifty percent (50%) of the replacement cost of the Shopping Center or the Premises.

22. Condemnation. If the whole or any substantial part of the Shopping Center or the whole or any substantial part of the Premises shall be taken by any public or quasi public authority under the power of eminent domain, or if so much of the parking facilities shall be so taken that a reasonable number of parking spaces necessary for the continued operation of the Shopping Center shall not be available for use by patrons of the Shopping Center or, if any means of ingress to and egress from the Shopping Center shall be so taken that reasonable means of ingress and egress for the continued operation of the Shopping Center shall not be available for use by patrons of the Shopping Center, then in any such event Landlord or Tenant may terminate this Lease by delivery of written notice to the other party, which shall be effective on the day possession shall be taken by such public or quasi public authority and the Minimum Rent, Percentage Rent and Additional Rent shall be paid

up to the day possession is taken with a proportionate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking of possession. If the Lease is not terminated and a portion of the Premises is taken by such public or quasi public authority, Tenant shall pay Minimum Rent, Percentage Rent and Additional Rent up to the day possession is taken by such authority with appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of taking for the portion of the Premises taken, and thereafter the Minimum Rent, Percentage Rent and Additional Rent shall be reduced in proportion to the amount of the Premises taken.

If this Lease is not terminated, Landlord shall, at its expense, make all necessary repairs or alterations to the Premises so as to make the Premises a complete architectural and tenantable unit and Tenant shall be entitled to abatement of Minimum Rent, Percentage Rent and Additional Rent during such period of repair to the extent the Premises are rendered untenable thereby. All damages awarded for a taking under the power of eminent domain of all or any part of the Premises, or the Shopping Center shall belong to and be the property of Landlord; provided, however, that Tenant shall be entitled to any separate award made for relocation of Tenant's business and depreciation or damage to and cost of removal of Tenant's personal property and trade fixtures. The provisions contained in this paragraph shall apply in like way to any sale made under eminent threat of a taking under the power of eminent domain.

23. Indemnification of Landlord. Tenant agrees to indemnify and hold Landlord harmless against any and all claims, actions, damages, liability and expenses in connection with injury or loss of life to person or damage to property arising out of the use, occupancy or operation of Tenant's business in the Premises or the condition of the Premises or any breach or default by Tenant in the performance of any term of this Lease on Tenant's part to be performed or any inaction or action of Tenant, its agents, concessionaires, contractors, employees or licensees in or about the Premises; provided, however, Tenant shall not indemnify or hold Landlord harmless for any matter arising out of the negligence of Landlord. Landlord shall be under no obligation to fulfill Tenant's obligations in this Lease. In case Landlord shall, without fault on its part, be made a party to any litigation or proceeding commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs and expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation or proceeding and shall satisfy any judgment or fines that may be entered against Landlord in such litigation or proceeding; provided, however, Tenant shall not hold harmless or reimburse Landlord for such costs if any such litigation or proceeding establishes the negligence of Landlord.

24. Indemnification of Tenant. Landlord agrees to indemnify and hold Tenant harmless against any and all claims, actions, damages, liability and expenses in connection with injury or loss of life to person or damage to property arising out of the

use, occupancy or operation of the Landlord's business in the Shopping Center or the condition of the Shopping Center or any breach or default by Landlord in the performance of any term of this Lease on Landlord's part to be performed or any inaction or action of Landlord, its agents, concessionaires, contractors, employees or licensees in or about the Shopping Center; provided, however, Landlord shall not indemnify or hold harmless Tenant for any matter arising out of the negligence of Tenant or other tenants in the Shopping Center. Tenant shall be under no obligation to fulfill Landlord's obligations in this Lease. In case Tenant shall, without fault on its part, be made a party to any litigation or proceeding commenced by or against Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all costs and expenses and reasonable attorneys' fees incurred or paid by Tenant in connection with such litigation or proceeding and shall satisfy any judgment or fines that may be entered against Tenant in such litigation or proceeding; provided, however, Landlord shall not hold harmless or reimburse Tenant for such costs if any such litigation or proceeding establishes the negligence of Tenant.

25. Waiver by Tenant and Nonliability of Landlord. To the extent of insurance required to be carried hereunder by Tenant, neither Landlord nor Landlord's agents or employees or holder of any mortgage on the Shopping Center, shall be liable for, and Tenant waives all claims against the aforesaid for, any and all liability, damage cost and expense (including among others fines and penalties) incurred in connection with or arising from any injury to Tenant or any person or for any damage to or loss (by theft or otherwise) of any property in or about the Shopping Center, by or from any cause whatsoever, including without limitation, those caused by snow, ice, water, gas, fire, oil, electricity, sewage or those caused by negligence of other tenants or occupants of the Shopping Center, it being understood that Tenant will look solely to its insurer for reimbursement. All applicable insurance policies required to be obtained by Tenant hereunder shall contain a waiver of subrogation clause.

26. Waiver by Landlord and Nonliability of Tenant. To the extent of insurance required to be carried hereunder by Landlord, neither Tenant nor Tenant's agents or employees, shall be liable for, and Landlord waives all claims against the aforesaid for, any and all liability, damage cost and expense (including among others fines and penalties) incurred in connection with or arising from any injury to Landlord or any person or for any damage to or loss (by theft or otherwise) of any property in or about the Shopping Center, by or from any cause whatsoever, it being understood that Landlord will look solely to its insurer for reimbursement. All applicable insurance policies required to be obtained by Landlord hereunder shall contain a waiver of subrogation clause.

27. Default.

A. Tenant's Default. If Tenant defaults in the payment of Minimum Rent, Percentage Rent or any Additional Rent or other charge payable by Tenant and Tenant does not cure the default within

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fifteen (15) days after written notice thereof shall have been given to Tenant; or if Tenant defaults in the prompt and full performance of any other provision of this Lease and Tenant does not cure or commence to cure the default within thirty (30) days after written notice is given to Tenant (or longer notice as may be necessary if the cure cannot reasonably occur within 30 days so long as Tenant is initiating the cure), or if Tenant vacates or abandons the Premises before the end of the Term; then Tenant shall be in breach of this Lease and Landlord may elect to either terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Besides any other rights and remedies Landlord may have by law or otherwise, it shall have the immediate right of re-entry and may remove all persons and property from the Premises. Landlord's entry upon and taking possession of the Premises shall not in any way terminate this Lease or release the Tenant in whole or in part from Tenant's obligation to pay the Minimum Rent and Additional Rent hereunder for the full Term or discharge Tenant from any loss or damage sustained by Landlord on account of Tenant's breach of the Lease unless Landlord elects in writing to terminate the Lease. Upon Landlord re-entering the Premises, it shall use its best efforts to relet all or any part of the Premises for such term or terms and at such rental or rentals as Landlord, in the exercise of Landlord's sole discretion, may deem advisable. Upon such reletting, all rent and other sums received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and the reasonable costs of alterations and repairs undertaken for such reletting; third to the payment of rent and other charges due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in the payment of future amounts that become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during such month by Tenant hereunder, Tenant shall pay such deficiency immediately to Landlord. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach.

Tenant shall pay all damages Landlord may incur by reason of Tenant's default, including without limitation reasonable costs and attorneys' fees.

Landlord may but shall not be obligated to cure at any time upon reasonable notice to Tenant (but not less than thirty (30) days unless an emergency), any default by Tenant under this Lease and whenever Landlord so elects, all costs and expenses incurred by Landlord in curing the default, together with interest thereon at the annual rate of two percent (2%) over the rate then announced by First Bank, Minneapolis as its base or prime rate from the date of such payment by Landlord shall be payable as Additional Rent to the Landlord on demand and the Landlord shall have in the event of the nonpayment thereof the same rights as in the case of default by Tenant in the payment of rent. If it shall

be unlawful to charge Tenant the aforesaid interest rate, then in such event the interest rate shall be the highest rate per annum allowed by law.

No consent or waiver, express or implied by Landlord to any breach of any term of this Lease on the part of the Tenant shall be construed as a consent or waiver of any other breach of the same or any term, unless in writing signed by Landlord.

B. Landlord's Default. If Landlord shall fail to perform any of its covenants or condition of this Lease and such nonperformance continues after Landlord's receipt of reasonable notice from Tenant (but not less than thirty (30) days unless an emergency), Tenant may, at its option, in addition to any other remedies available to Tenant at law or equity, incur any reasonable expense necessary to perform such obligation of Landlord. Landlord shall reimburse the Tenant for said reasonable expense within thirty (30) days after Landlord has received an invoice from the Tenant, together with interest thereon at the annual rate of two percent (2%) over the rate then announced by First Bank, Minneapolis as its base or prime rate from the date of such expense. If it shall be unlawful to charge Landlord the aforesaid interest rate, then in such event the interest rate shall be the highest rate per annum allowed by law.

28. Right of Entry. Landlord and Landlord's agents shall have the right to enter the Premises at all reasonable times after reasonable notice to Tenant to examine the same and to show them to prospective purchasers and mortgagees of the Shopping Center and to make such repairs, alterations, improvements or additions as Landlord may reasonably deem necessary or desirable and Landlord shall be allowed to take all material into and upon said Premises that may be required therefor. In the event such entry interferes in Tenant's business as a result of exercising Landlord's rights under this Section and Tenant, in its reasonable opinion, is unable to conduct its business in all or a part of the Premises for more than 48 hours as a result thereof, Tenant shall be entitled to abatement of Minimum Rent, Percentage Rent and Additional Rent to the extent and for the period Tenant is unable to conduct its business in the Premises as a result thereof. During the six (6) months prior to the expiration of the Term of this Lease or any extension thereof, Landlord may exhibit the Premises to prospective tenants and place upon the Premises the usual "to let" and "for rent" signs.

29. Surrender. On the last day of the Term or any extension thereof, or on the sooner termination of this Lease or Tenant's rights of possession, Tenant shall peaceably and quietly surrender the Premises in broom clean condition and good order and repair, reasonable wear and tear and casualty excepted. On or before such date, Tenant shall remove its trade fixtures and personal property (hereinafter referred to as "personal property") from the Premises and Tenant shall pay the cost and expense to repair any damage caused by such removal. Personal property not so removed shall be deemed abandoned by Tenant and shall become the property of the

Landlord. If the Premises are not surrendered in the condition aforesaid, Tenant shall pay Landlord, upon demand, all costs incurred by Landlord in placing the Premises in such condition. If the Premises are not surrendered within the time aforesaid and Landlord does not elect to treat Tenant as a Tenant on a month-to-month basis as provided in Section 30, then Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in surrendering the Premises, including without limitation, any claim made by any succeeding tenant founded on such delay. Tenant's obligations under this Section shall survive the expiration or other termination of this Lease.

30. Holding Over. In the event Tenant remains in possession of the Premises or any part thereof, after termination hereof, by lapse of time or otherwise, Tenant at the option of Landlord, shall be deemed to be occupying the Premises as a Tenant on a month-to-month basis at a monthly rent equal to the sum of the monthly installment of Minimum Rent payable during the last month of the Term, plus any Percentage Rent and Additional Rent. All other conditions, provisions and obligations of this Lease shall remain the same and in full force and effect.

31. Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties.

32. Rules and Regulations. Tenant agrees to comply with and observe all the rules and regulations contained on Exhibit E and all reasonable rules and regulations established by Landlord from time to time; provided all rules are applied nondiscriminatorily against all tenants of the Shopping Center and Tenant is given ten (10) days' written notice of any new rules and regulations.

33. Extensions. No extension of time, forbearance, neglect or waiver on the part of Landlord with respect to any one or more of the covenants, terms or conditions of this Lease shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease or as an estoppel against Landlord, nor shall any extension of time, forbearance, or waiver on the part of Landlord in any one or more instance or particulars be construed to be a waiver or estoppel in respect to any other instance or particular covered by this Lease.

34. Quiet Enjoyment. Upon payment by the Tenant of the rents herein provided and upon the observance and performance of all other covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall quietly enjoy the Premises without hindrance or interruption by Landlord or anyone claiming through Landlord. Landlord represents and warrants that it has good and marketable title to the Shopping Center and that it has the unencumbered right to lease the Premises to Tenant and that any easements, restrictions or encumbrances now or hereafter filed against the Shopping Center shall not in any way interfere with Tenant's use and enjoyment of the Premises.

35. Sale by Landlord. In the event of any transfer(s) of Landlord's interest in the Premises, Landlord shall automatically be relieved of any and all obligations and liabilities on the part of Landlord occurring from and after the date of such transfer, provided that the purchaser or grantee assumes all obligations and liabilities of Landlord from and after the date of such transfer. The Lease shall not be affected by any such sale or conveyance subject to recognition of this Lease by the purchaser or grantee.

36. Notice. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and delivered in person or sent by United States certified or registered mail, postage prepaid. Notices and demands to Tenant shall be addressed to it at its corporate offices, at 10260 Viking Drive, Suite 100, Eden Prairie, Minnesota 55344, or at such other place as Tenant may from time to time designate in a written notice to Landlord. Notices and demands to the Landlord shall be addressed to it at 1049 South McCord Road, Holland, Ohio 43528, or at such other place as Landlord may from time to time designate in a written notice to Tenant. Any such notice if mailed as provided herein shall be deemed to have been rendered or given on the date mailed and shall be deemed to have been received on the expiration of two (2) business days after mailing. Notwithstanding any of the foregoing, either party hereto may give the other party telephonic notice of emergency repairs.

37. Allowance. As a contribution to Tenant's Work, Landlord shall pay to Tenant \$250,000. Eighty thousand dollars of such amount shall be paid on Tenant's completion of one-third of Tenant's Work. An additional \$80,000 of such amount shall be paid upon Tenant's completion of two-thirds of Tenant's Work. The remaining \$90,000 of such amount shall be paid upon completion of Tenant's Work. Landlord shall pay such installments to Tenant by the end of the month following Tenant's written request therefor, provided Tenant's submission is received by the Landlord on or before the twentieth day of the month. Tenant's written request shall include the general contractor's affidavit that the required work has been completed and copies of partial or final lien waivers, as the case may be, indicating that the Tenant has paid its contractors. Interest at the rate of two percent (2%) over the rate then announced by First Bank, Minneapolis as its base or prime rate from the date such installment is due shall be payable by Landlord on any delinquent installment.

38. Arbitration. If any controversy shall arise between the parties with respect to any of the matters set forth in this Lease and such dispute shall not be resolved by the parties within ten (10) days after either of the parties shall notify the other of its desire to arbitrate the dispute, then the dispute shall be settled by arbitration by the American Arbitration Association in accordance with its then prevailing rules, and judgment upon the award may be entered in any court having jurisdiction. The arbitrator shall have no power to change any of the provisions of this Lease in any respect nor shall they have any power to make an

award of reformation, and the jurisdiction of the arbitrators is hereby limited accordingly. The arbitration shall be by a panel of three arbitrators, one of whom must be an attorney at law actively engaged in the practice of his profession for at least ten (10) years and specializing in the area of real estate law. Pending the determination of the arbitration proceeding, Landlord and Tenant shall promptly and fully perform all of their respective duties and obligations under this Lease, including without limitation, the payment of Minimum Rent, Percentage Rent and Additional Rent when due. This section shall not apply as to any controversies regarding any statement rendered by Landlord to Tenant pursuant to Sections 8 and 9, as Section 10 herein shall be controlling as to such controversies.

39. Miscellaneous.

A. Entire Agreement. This Lease and the exhibits and rider, if any, attached hereto set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no other covenants, promises, agreements, conditions, warranties, representations or understandings, either oral or written, between them other than as set forth herein. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

B. Interpretation and Use of Pronouns. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and the neuter genders. Nothing contained herein shall be deemed or construed by the parties hereto or any third party to create a relationship between the parties other than the relationship of Landlord and Tenant.

C. Caption and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

D. Delays. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such work or act shall be excused for the period of the delay and the period for the performance of any such work or act shall be extended for a period equivalent to the period of such delay. This provision shall not operate to excuse Tenant from prompt payment of Minimum Rent, Percentage Rent or Additional Rent or any other payments required by the terms of this Lease, unless the Commencement Date or periods permitting Tenant to abatement of rent

are postponed or extended by such delays. This provision shall not operate to extend the time for performance of Landlord's Work or restoration after damage or destruction or partial condemnation.

E. Effective Date of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease shall become effective as a lease only upon execution by Landlord and Tenant.

F. Broker's Commission. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders fees, other than the commission to be paid to Zyndorf/Serchuk by the Landlord, in connection with the execution of this Lease and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim.

G. Recording. Tenant shall not record this Lease without the written consent of Landlord, however, upon the request of either party hereto, the other parties shall join in the execution of a memorandum or so-called short form of this Lease for the purpose of recordation. Said memorandum or short form of this Lease shall describe the parties, the Premises, the term of the Lease and any other information required by statute.

H. Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the state of Ohio. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

I. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Minimum Rent and Additional Rent and annual Percentage Rent herein stipulated shall be deemed to be other than on account and no endorsement or statement on any check or any letter accompanying any check or payment of any rent or charge shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's rights to recover the balance of such rent or charge or pursue any other remedy provided in this Lease.

J. Due Date. If the due date by which any amount payable by Tenant to Landlord is not specifically stated herein, the amount shall be due and payable within thirty (30) days following Landlord's rendering to Tenant the statement therefor.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day, month and year first above written.

LANDLORD:

By *T. C. Lillack*
Its *Duly Authorized Partner*

TENANT:

Buffets, Inc.

By *R. H. Hatch*
Its Chairman

Attachment 2 - 2. 1st amendment to lease 5-5-1993.pdf

Description -

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment"), made and entered into this 5th day of May, 1993, by and between Airport Square Associates Limited Partnership, a Michigan limited partnership ("Landlord") and Buffets, Inc., a Minnesota corporation ("Tenant").

WITNESSETH:

WHEREAS, Tenant, as tenant, and Airport Square Investors, as landlord, entered into that certain Lease dated March 14, 1989 (the "Lease") relating to certain premises ("Premises") situated in the shopping center commonly known as Airport Square (the "Shopping Center") in the City of Toledo, County of Lucas, State of Ohio, as described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Landlord succeeded to Airport Square Investors' interest in the Shopping Center; and

WHEREAS, Landlord and Tenant desire to amend the Lease to provide for, among other things, Landlord's modification to the storefront, a remodeling of the Premises recently completed by Tenant, an exercise of a renewal option by Tenant and an additional renewal option and modification of the rental payable thereunder, subject to the terms set forth herein.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), other good and valuable consideration and the covenants contained herein, the parties hereto agree as follows:

1. Exercise of Option. Notwithstanding the fact that Section 2 of the Lease requires Tenant to exercise a renewal option by giving Landlord written notice thereof at least six (6) months prior to the end of the initial Term or the extended Term, whichever is applicable, Tenant hereby exercises its first five (5) year renewal option and Landlord hereby waives the prior notice requirements and accepts such exercise. Accordingly, the expiration of the initial term of the Lease with the first renewal option, which has been exercised, is December 31, 2009. Landlord and Tenant acknowledge that the actual square footage of the Premises is nine thousand six hundred square feet (9,600).

2. Renewal Option. Landlord hereby grants Tenant one (1) additional option to renew and extend the Term of the Lease for a period of five (5) years (the "Third Option"), which shall commence upon the expiration of the then extended term, if applicable, by notice of the exercise of such option not later than six (6) months prior to the expiration of the extended term. In the event such option is exercised, all terms and conditions of the Lease shall remain in full force and effect during the Third Option except (i) the Minimum Annual Rent shall be One Hundred Sixty-three Thousand Two Hundred and No/Dollars (\$163,200.00) per annum, and (ii) Tenant

agrees to pay Percentage Rent in an amount equal to three percent (3%) of Gross Sales (as such terms are defined in the Lease) in excess of Three Million Two Hundred Sixty-four Thousand and No/Dollars (\$3,264,000.00). There shall be no limitation on the Operating Expenses to be paid by Tenant during the Third Option Period.

3. Landlord and Tenant acknowledge that Tenant has completed, at Tenant's request and expense, substantial physical non-structural improvements to the Premises pursuant to plans and specifications which Landlord hereby approves and ratifies (the "Improvements"). Tenant represents and warrants that the Improvements were made in a good and workmanlike manner, at Tenant's direction and under Tenant's control, and comply with all applicable federal, state and local codes and ordinances and that, to the best of Tenant's knowledge, no liens have been filed against the Premises or the Shopping Center in connection therewith. Minimum Rent and other payments due under the Lease shall not abate during the period Tenant was closed for business as a result of the construction of the Improvements. Tenant acknowledges and agrees that the Improvements were made at its request, and at its expense and direction and under its control. Tenant hereby affirms that it was not acting as Landlord's agent in connection with the construction and payment of the Improvements.

In the event a lien is filed against the Premises or Shopping Center or Landlord by reason of the Improvements made at the order of Tenant, Tenant shall be allowed to contest such lien; provided, however, Tenant shall cause such lien to be bonded or insured, and in any event, Tenant shall cause such lien to be released prior to foreclosure of any interest of Landlord in the Premises or Shopping Center, and Tenant hereby agrees to hold Landlord harmless from and against any and all claims and demands by contractors or other third parties against the Premises or Shopping Center or Landlord relating to or arising out of the Improvements.

4. Tenant hereby waives its right to have third choice, after Children's Palace and the tenant in the Foland's space, of position on the communal Shopping Center pylon sign, as granted to Tenant in Section 16 of the Lease. In lieu thereof, Tenant shall be allowed signage in the sixth position on the two (2) communal pylon signs to be erected on the Shopping Center by Landlord, with sign panels in a minimum size of 2' x 10' as set forth on Exhibit B, and Tenant hereby elects to be on said pylons. Tenant's sign panels shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed and Tenant agrees to pay its pro rata share of the cost of construction and installing said pylons, which pro rated share shall be calculated by Tenant's percentage of square footage on the pylons compared to the total square footage of the signage on pylons.

5. Landlord shall remodel the exterior of the Premises to include, but not be limited to, construction of an architecturally prominent storefront/signband (the "Exterior Improvements"). Prior to commencement of the Exterior Improvements, Landlord shall submit to Tenant, for its written approval, all plans and specifications for the Exterior Improvements (the "Exterior Plans") which approval shall not be unreasonably withheld or delayed. Tenant shall pay Landlord the amount of all reasonable costs and expenses with respect to Landlord's construction of the Exterior Improvements; provided, however, in no event shall Tenant pay Landlord more than twenty thousand and no/100 dollars (\$20,000.00) for the construction costs and such amount shall be paid to Landlord, as Additional Rent, upon the completion of the Exterior Improvements and so long as Tenant has paid such amount to Landlord, Tenant shall be allowed to recover said amount by deducting one-half of any Percentage Rent first coming due following the date of completion of the Exterior Improvements and one-half of Percentage Rent continuing to be due thereafter, until Tenant has recovered the entire \$20,000.00.

6. All of the terms shall have the meanings ascribed to them in the Lease.

7. Tenant shall look solely to Landlord's interest in the Premises and the Shopping Center or the proceeds from the sale of the Shopping Center or any interest therein after the date of any default under this Lease for the satisfaction of any judgement or degree requiring the payment of money by Landlord based upon such default, and no other property or assets of Landlord or of the partners of Landlord shall be subject to levy, execution or other enforcement procedures or satisfaction of any such judgement or decree.

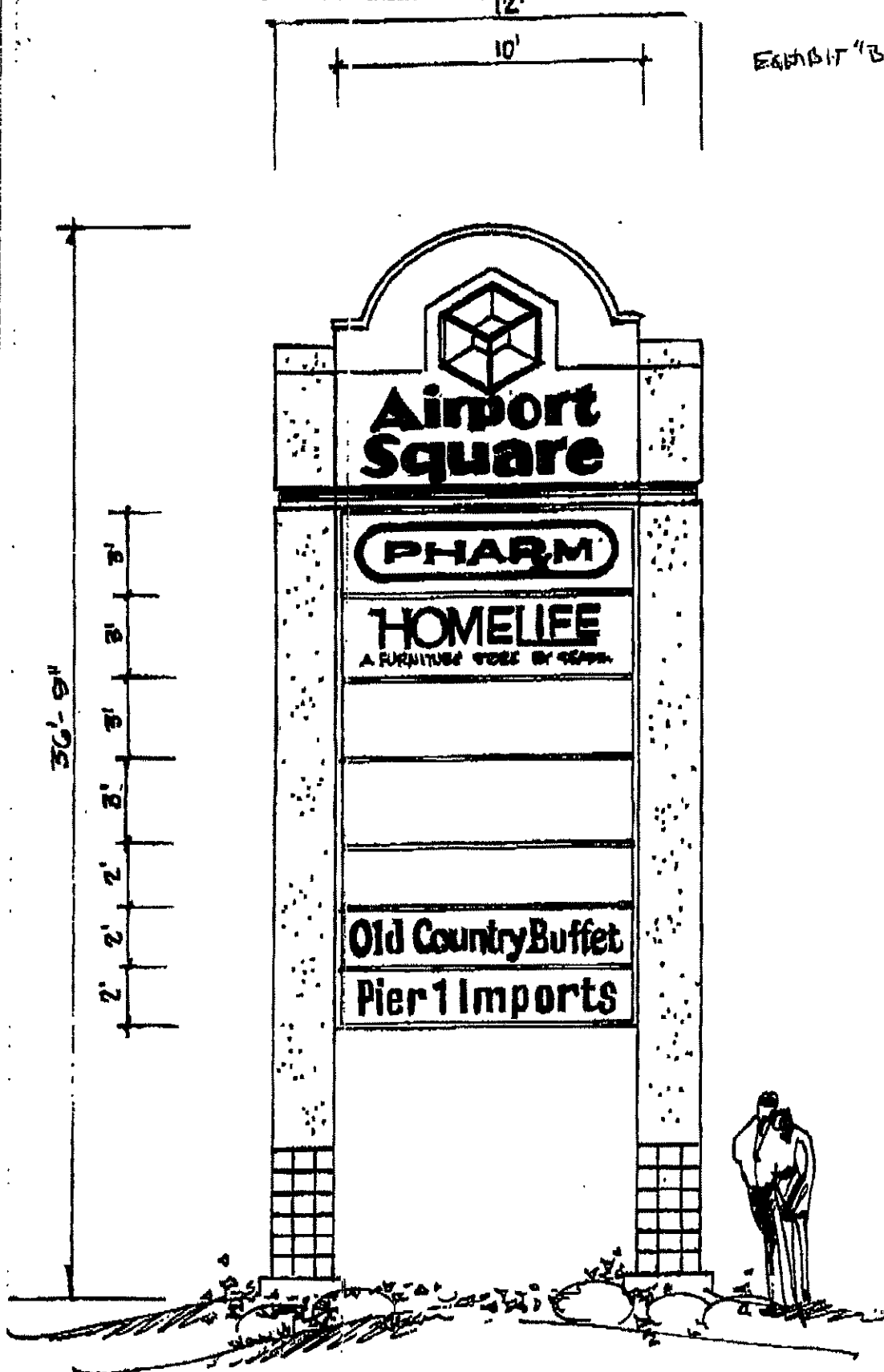
8. Rent shall continue to be paid to Landlord as provided in the Lease at 32300 Northwestern Highway, Suite 215, Farmington Hills, Michigan 48334.

9. Except as specifically set forth herein, all other provisions, conditions, terms, and covenants and agreements set forth in the Lease shall continue and remain in full force and effect and are hereby ratified and confirmed.

EXHIBIT A

Legal Description of Shopping Center

Lot number two (2) in Airport Square, a Subdivision in
the City of Toledo, Lucas County, Ohio.



CASEY WEN CO. 1993

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

LANDLORD:

AIRPORT SQUARE ASSOCIATES
LIMITED PARTNERSHIP

By: Airport Square Investment
Corporation

By: [Signature]

Its: Vice President

TENANT:

BUFFETS, INC.

By: [Signature]

Roe H. Hatlen, CEO

STATE OF Michigan)
COUNTY OF Oakland) ss.

The foregoing instrument was acknowledged before me this 5th day of May, 1993, by David B. Friedman the Vice President of Airport Square Investment Corporation, a Michigan corporation, general partner of Airport Square Associates Limited Partnership, a Michigan limited partnership, on behalf of the partnership.

[Signature]
Notary Public

ACTING IN OAKLAND CO.

CATHY M. WESTLAKE
NOTARY PUBLIC STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXP. MAY 5, 1996

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me this 21st day of April, 1993, by Roe H. Hatlen, the CEO of Buffets, Inc., a Minnesota corporation, on behalf of the corporation.

[Signature]
Notary Public

0H061.KS



Attachment 3 - 3. Hometown 2nd amendment to lease 9-26-2016.pdf

Description -

SECOND AMENDMENT TO LEASE
(Store #61- Toledo, OH)

THIS SECOND AMENDMENT TO LEASE (this "Amendment") made and entered into effective as of August ~~Sept~~ 2016 (the "Effective Date"), by and between Prayer Enterprises, LLC, an Oklahoma limited liability company ("Landlord"), and OCB Restaurant Company, LLC, a Minnesota limited liability company ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant are the current parties to that certain lease dated as of March 14, 1989 (as modified, amended, transferred and/or supplemented to date, together with any and all exhibits and addenda thereto, collectively, the "Lease") by which Landlord is leasing to Tenant certain premises described therein (the "Demised Premises") identified by Tenant as Store #61 with a street address at 5259 AIRPORT HIGHWAY, County of LUCAS, City of TOLEDO and State of OH.

WHEREAS, Tenant and certain of its affiliates (each, a "Debtor," and collectively with Tenant, the "Company" or the "Debtors") filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code (the "Code") in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division (the "Bankruptcy Court") on March 7, 2016 (the "Petition Date"); and

WHEREAS, it is the desire of the parties hereto to amend the Lease as hereinafter provided:

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, and of One Dollar (\$1.00) the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. Defined Terms. All capitalized terms used in this Amendment not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2. Modification of Lease Term. Notwithstanding anything contained in the Lease to the contrary, the current term of the Lease (the "Amended Term") shall expire on July 31, 2019 (the "Amended Expiration Date"). All provisions in the Lease that provide for or refer to an expiration date are hereby amended to reflect the Amended Expiration Date as the expiration date of the Lease.

3. Modification of Minimum Rent. Notwithstanding any provision of the Lease to the contrary, retroactively effective on August 1, 2016, the Minimum Rent payable by Tenant to Landlord under the Lease shall be modified to the following amounts for the corresponding time periods:

Time Period	Monthly Minimum Rent
8/1/2016 to 12/31/2016	\$ 0.00
1/1/2017 to 7/31/2019	\$13,600.00
Fourth Option 8/1/2019 to 7/31/2024	\$13,600.00

Any provision in the Lease that sets forth any different amount of Minimum Rent for the time periods set forth above is hereby deleted and the rent schedule set forth above is inserted in place thereof.

4. Renewal and/or Extension Option(s). Landlord hereby grants Tenant one (1) additional option to renew and extend the Term of the Lease for a period of five (5) years (the "Fourth Option"), which shall commence immediately following the Amended Expiration Date, by notice of the exercise of such option not later than six (6) months prior to the Amended Expiration Date. In the event such option is exercised, all terms and conditions of the Lease shall remain in full force and effect during the Fourth Option except (i) the Monthly Minimum Rent shall be Thirteen Thousand and Six Hundred Dollars (\$13,600.00), and (ii) Tenant agrees to pay Percentage Rent in an amount equal to three percent (3%) of Gross Sales (as such terms are defined in the Lease) in excess of Three Million Two Hundred Sixty-four Thousand Dollars (\$3,264,00.00).

5. Tenant's Right to Terminate. Tenant shall have the right to give a written termination notice to Landlord at any time during the twenty-four (24) months after the Effective Date of this Amendment to terminate the Lease effective on the date that is thirty (30) days following Landlord's receipt of the termination notice ("**Tenant's Cancellation Option**"). If Tenant exercises Tenant's Cancellation Option, (a) Tenant shall pay Landlord a termination fee equal to \$27,200.00, (b) Tenant will pay to Landlord Minimum Rent and any other obligations of Tenant under the Lease that accrue during the period of the Lease prior to the effective date of termination, (c) Tenant will vacate and surrender the Demised Premises on or before the effective date of such termination in the manner provided for in the Lease; provided, however, that Tenant's obligation regarding the condition of the Demised Premises shall be to leave the Demised Premises in "as is," broom clean condition, and (d) from and after such effective date, Tenant will have no further rights, duties, liabilities or obligations of any kind under this Lease.

6. Landlord's Right to Terminate. Landlord shall have the right to give a written termination notice to Tenant at any time during the twenty-four (24) months after the Effective Date of this Amendment to terminate the Lease effective on the date that is thirty (30) days following Tenant's receipt of the termination notice ("**Landlord's Cancellation Option**"). If Landlord exercises Landlord's Cancellation Option, (a) Tenant will pay to Landlord Minimum Rent and any other obligations of Tenant under the Lease that accrue during the period of the Lease prior to the effective date of termination, (b) Tenant will vacate and surrender the Demised Premises on or before the effective date of such termination in the manner provided for in the Lease; provided, however, that Tenant's obligation regarding the condition of the Demised Premises shall be to leave the Demised Premises in "as is," broom clean condition, and (c) from and after such effective date, Tenant will have no further rights, duties, liabilities or obligations of any kind under this Lease.

7. Landlord Release of Prepetition Claims. Landlord, on behalf of itself and its officers, managers, members, directors, owners, employees, affiliates, subsidiaries, parents, agents, representatives, successors and assigns (collectively, the "**Releasors**"), does hereby irrevocably, fully and forever release, acquit and discharge Tenant and its officers, managers, members, directors, shareholders, employees, affiliates, subsidiaries, parents, agents, representatives, attorneys, successors and assigns (collectively, the "**Releasees**") of and from all and every manner of action and actions, cause and causes of action, complaints, suits, debts, judgments, claims, demands, liabilities, and obligations whatsoever which any one or more of the Releasors ever had on or before the Petition Date against any one or more of the Releasees for, upon or by reason of any matter arising out of or related to the Lease, including without limitation any claim pertaining to Tenant's failure to pay any amount or perform any other obligation with respect to the Lease. This release shall not include any amounts Tenant may owe for CAM, Insurance, or Tax reconciliations for 2015.

8. Effect of the Amendment. The parties hereto recognize and agree that neither this Amendment, nor any approval hereof by either party, shall (a) constitute an assumption of the Lease unless and until (i) the Lease, as amended and/or modified by this Amendment, has been affirmatively

assumed by the Tenant and (ii) such assumption has been approved by a final order of the Bankruptcy Court, or (b) give rise to, result in, or otherwise be deemed to result in, the creation of any postpetition contract, agreement, undertaking or obligation of Tenant or any other Debtor (except to the extent the Lease is hereafter assumed by Tenant as described in subpart (a) of this paragraph). Tenant reserves all rights to assume or reject the Lease, as modified by this Amendment. Landlord agrees that the deadline by which the Debtors may assume or reject the Lease in the Debtors' chapter 11 bankruptcy cases pursuant to section 365 of the Bankruptcy Code is extended through and including the effective date of any chapter 11 plan or plans confirmed in the Debtors' bankruptcy cases. In the event Tenant rejects the Lease under the Bankruptcy Code, Landlord retains the right to file in the Bankruptcy Court (y) an administrative claim for any and all rent reductions taken by Tenant pursuant to this Amendment and (z) a rejection claim on the basis of status quo ante and without giving effect to any such reductions or changes to Tenant's rental obligations to the same extent as if this Amendment had never been executed.

9. Credit for Excess Payments. In the event amounts actually paid by Tenant to Landlord with respect to the Lease after the Effective Date exceed the amounts actually payable under the Lease after giving effect to this Amendment, then Tenant shall be entitled to a credit in the amount of such excess, which credit Tenant may apply in its discretion (and upon notice thereof to Landlord) as an offset against future payment obligations under the Lease. By means of example and not limitation, if, during the period following the Effective Date but prior to the date the Lease is assumed by Tenant pursuant to a final order of the Bankruptcy Court, Tenant pays Minimum Rent in an amount that exceeds the applicable amount of Minimum Rent set forth in Section 3 of this Amendment, then such excess shall constitute a credit that Tenant may apply in its discretion against future payment obligations under the Lease.

10. Representations and Warranties.

(a) Landlord represents and warrants to Tenant that (i) Landlord is the landlord under the Lease, (ii) Landlord has the full power and authority to execute and deliver this Amendment, (iii) the person(s) executing and delivering this Amendment on behalf of the Landlord has or have been authorized by all required action to so execute and deliver this Amendment and (iv) no other consents or approvals of any entity or person are necessary for the due execution and delivery of this Amendment by or on behalf of Landlord for this Amendment to be binding upon Landlord.

(b) Tenant represents and warrants to Landlord that (i) Tenant is the tenant under the Lease, (ii) Tenant has the full power and authority to execute and deliver this Amendment, (iii) the person(s) executing and delivering this Amendment on behalf of the Tenant has or have been authorized by all required action to so execute and deliver this Amendment, and (iv) no other consents or approvals of any entity or person are necessary for the due execution and delivery of this Amendment by or on behalf of Tenant for this Amendment to be binding upon Tenant, other than Tenant's obligation to obtain approval by the Bankruptcy Court.

11. Consents and Approvals. Notwithstanding anything to the contrary contained herein, the Landlord represents and warrants that it has obtained all necessary lender consent, if any, to enter into this Amendment. Landlord agrees to indemnify, defend and hold Tenant harmless from any and all claims, demands and suits brought against Tenant and arising out of this Amendment, related to Landlord's failure to obtain any lender consent necessary to modify the Lease in accordance with this Amendment.

12. No Other Modifications. Except as expressly modified hereby, all other terms and provisions of the Lease (a) shall remain in full force and effect; (b) are incorporated herein by this reference; and (c) shall govern the conduct of the parties hereto; provided, however, that if there exists

any inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control.

13. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto.

14. Governing Law. This Amendment shall be governed by and construed in accordance with the law of the state identified in the Lease as the governing law thereof, notwithstanding conflicts of law or other principles that would apply the law of a different state.

15. Entire Agreement; No Waiver. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Lease, except as expressly stated herein.

[signature page follows]

IN WITNESS WHEREOF, this Amendment is entered into by the parties hereto effective as of the Effective Date.

LANDLORD:

Fraye Enterprises, LLC,
an Oklahoma limited liability company

By: David Frayer

Print: David Frayer

Its: Manager

TENANT:

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: Peter Donbavand

Print: Peter Donbavand

Its: Vice President

Attachment 4 - 4. HomeTown Buffet Third Amendment to lease.pdf

Description -

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Amendment") is made and entered into this 8th day of July, 2019, by and among **Framer Enterprises, LLC**, an Oklahoma limited liability company, ("Landlord"), and **OCB Restaurant Company, LLC, a Minnesota limited liability company**, having notice address of 120 Chula Vista, San Antonio, Texas 78232 ("Tenant").

WITNESSETH:

WHEREAS, Landlord's predecessor in interest and Tenant entered into that certain Lease dated March 14, 1989, (the "Lease"), wherein Tenant leased the premises more specifically described in the Lease, consisting of approximately 9600 square feet (the "Premises") of the Airport Square Shopping Center in Toledo, Ohio (the "Shopping Center"); and

WHEREAS the Lease was amended by that certain First Amendment to Lease dated May 5, 1993, and further amended by that certain Second Amendment to Lease dated September 26, 2016; and

WHEREAS, Landlord is the owner of the interest of the "Landlord" under the Lease; and

WHEREAS, the Lease, according to its terms, is set to expire on July 31, 2019; and

WHEREAS, Landlord and Tenant have agreed to continue the Lease on a month-to-month tenancy.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby further amended and extended as follows:

1. The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Amendment shall have the same meanings as those ascribed to them in the Lease, unless the context clearly requires otherwise. In the event that the terms of this Amendment conflict with the terms of the Lease, the terms of this Amendment shall control.
2. The Lease shall continue on a month-to-month basis ("Revised Term") with either party having the right to terminate the Lease with 30 days written notice.
3. Tenant shall pay \$2000 per month as Minimum Base Rent.
4. Tenant shall pay estimated Cam and Insurance Expense of \$1056.00 monthly and estimated Property Tax Expense of \$1240.00 monthly. These estimated Operating Expenses (CAM and Insurance Expense and Property Tax Expense) may be adjusted and shall be subject to reconciliation according to the Lease.


5. Tenant shall pay \$15,116.18 Property Tax for 2018. Tenant shall also pay \$7,558.09 for estimated Property Tax for the months of January through June, 2019.
6. During the Revised Term, should Tenant's Gross Sales of each quarter is higher than the same quarter in the immediate previous year, Tenant shall pay as Percentage Rent an amount equal to 5% of the year-over year increase in Gross Sales for the same quarter period (For example, Percentage Rent for July, August, and September 2019 shall be calculated as 5% of the number derived from subtracting July, August, and September 2018 Gross Sales from July, August, and September 2019 Gross Sales). Gross Sales shall have the same meaning as defined in Section 6 B. of the Lease. Tenant shall provide the Gross Sales figures for each quarter on or before the 15th day of the first month of the following quarter. Percentage Rent shall be due together with the Minimum Base Rent of the first month of the following quarter.
7. Landlord's address for notice purposes is amended to:

Fraye Enterprises, LLC
Attn: Airport Square Team
PO Box 892220
Oklahoma City, OK 73189
8. Except as hereinbefore set forth, all terms, provisions and conditions contained in the Lease shall remain in full force and effect during the new Lease Term, and any renewal or extension thereof.
9. Tenant acknowledges that no default exists on the part of Landlord under the Lease as of the date hereof.
10. Tenant represents and warrants to Landlord that it has not dealt with any broker in connection with this Amendment and Tenant does hereby agree to defend, indemnify and hold landlord harmless of and from any claim of or liability to any broker, finder, or like agent with whom Tenant may have dealt in connection with this transaction.
11. This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument. A facsimile, .pdf or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.
12. Submission of this instrument for examination and signature by Tenant does not constitute an offer to lease or a reservation of or option for lease, and this instrument is not effective as a lease amendment or otherwise until executed and delivered by both Landlord and Tenant.

[Signature pages follow]

TENANT:

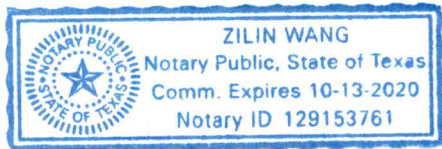
OCB Restaurant Company, LLC, a Minnesota limited liability company

By: 
Name: Peter Donbavand
Title: Vice President

ACKNOWLEDGEMENT FOR LANDLORD

State of Texas)
) ss:
County of Bexar)

On the 3 day of July in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Donbavand, the Vice President of **OCB Restaurant Company, LLC, a Minnesota limited liability company**, personally known to me to be the individual and officer whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Vice President, and acknowledged said instrument to be the free act and deed of **OCB Restaurant Company, LLC, a Minnesota limited liability company**.





Notary Public

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

LANDLORD:


Frayer Enterprises, LLC an Oklahoma limited liability company

By: 
Name: David Frayer
Title: Manager

ACKNOWLEDGEMENT FOR LANDLORD

State of Oklahoma)
) ss:
County of Oklahoma)

On the 8th day of July in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared David Frayer, the Manager of Frayer Properties, LLC, an Oklahoma limited liability company, personally known to me to be the individual and officer whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Manager, and acknowledged said instrument to be the free act and deed of Frayer Properties, LLC


Notary Public

[Signatures continue on following page]



ORIGIN ID: OKCA (405) 563-8955
PAULA GRIMES-HEATH
FRAYER ENTERPRISES
2901 N. SHIELDS BLVD.
SUITE B
MOORE, OK 73160
UNITED STATES US

SHIP DATE: 08 JUL 19
ACTWGT: 1.00 LB
CAD: 111519963/MET4100

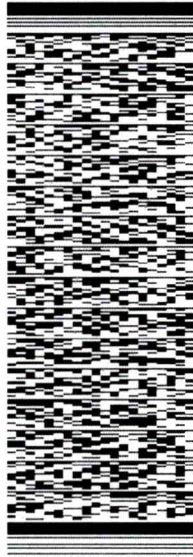
BILL SENDER

TO **SANDRA MORRISSEY**
OCB RESTAURANT COMPANY
120 CHULA VISTA

SAN ANTONIO TX 78232

(210) 403-3725 X 279
REF
PO

DEPT

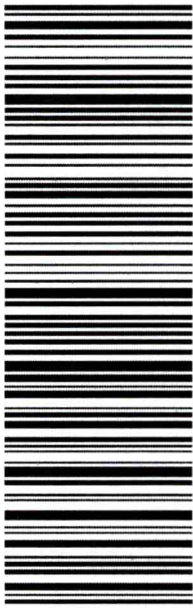


565J2/A6F9/23AD

TRK# 7756 5994 4087
0201

TUE - 09 JUL 3:00P
STANDARD OVERNIGHT

AR SATA
TX-US SAT 78232



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Attachment 5 - 5. Hometown notice to terminate lease 7-16-2020.pdf

Description -

OCB Restaurant Company, LLC

RECEIVED
JUL 16 2020

July 16, 2020

VIA FEDEX OVERNIGHT DELIVERY
Tracking #7709 6517 3543

Frayer Enterprises, LLC
c/o The Key
208 W I 240 Service Road
Oklahoma City, OK 73139

RE: HomeTown Buffet #0061 – 5259 Airport Highway, Toledo, OH 43615

Dear Landlord,

Reference is made to the Lease between Frayer Enterprises, LLC, an Oklahoma limited liability company ("**Landlord**") and OCB Restaurant Company, LLC, a Minnesota limited liability company ("**Tenant**") dated March 14, 1989 (as modified, amended, transferred and/or supplemented to date, together with any and all exhibits and addenda thereto) collectively, the "**Lease**" with respect to the property located at 5259 Airport Highway, Toledo, OH 43615 ("**Demised Premises**")

Paragraph 6 of the Third Amendment to Lease between the parties made and entered into effective as of July 8, 2019, gives Tenant the right to terminate the Lease upon not less than thirty (30) days written notice of termination to Landlord ("**Tenant's Cancellation Option**"). Please accept this letter as Tenant's notice to terminate the Lease effective 11:59 p.m. on Saturday, August 15, 2020 ("**Termination Date**"). Tenant will vacate and surrender the Demised Premises on or before the Termination Date.

Please keep this information confidential as the restaurant is NOT aware of this situation. Your anticipated cooperation is greatly appreciated. If you have any questions, please contact Sandra Morrissey at (210) 403-3725 ext. 279 or email: smorrissey@foodmps.com

Respectfully,


Martin Cortes
Chief Financial Officer