

Fill in this information to identify the case:

Debtor 1 Fresh Acquisitions, LLC

Debtor 2 _____
(Spouse, if filing)

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

Case number 21-30721-11

E-Filed on 08/24/2021
Claim # 319

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>Decron Properties Corp.</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?		Where should payments to the creditor be sent? (if different)
	<u>Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP</u> Name <u>11400 West Olympic Blvd., 9th Floor</u> Number Street <u>Los Angeles</u> <u>CA</u> <u>90064</u> City State ZIP Code Contact phone <u>(310) 478-4100</u> Contact email <u>jwhite@wrslawyers.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ 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? \$ 389,670.42. 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, maintenance, insurance, property taxes

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 08/24/2021
MM / DD / YYYY

/s/ Johnny White

Signature

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

Name Johnny White
First name Middle name Last name

Title Attorney

Company Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP
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 - Standard Retail Lease.pdf

Description - Standard Retail Lease

STANDARD RETAIL LEASE

BY AND BETWEEN

OCB REALTY CO., AS TENANT,

AND

S & V VAN NUYS ASSOCIATES, LLC, AS LANDLORD

FOR SPACE IN

THE PLANT

VAN NUYS, CALIFORNIA

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EXHIBIT E	Memorandum of Lease
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SCHEDULE #1	Standard Landlord Supplied Site Specifications
SCHEDULE #2	Standard Exclusions from Gross Sales
SCHEDULE #3	Standard Exclusions from Common Area Expenses

STANDARD RETAIL LEASE

This Standard Retail Lease ("Lease") is made and entered into this 23rd day of April, 1998, by and between S & V Van Nuys Associates, LLC, a Delaware limited liability company with principal offices at 2660 Townsgate Road, Suite 250, Westlake Village, CA 91361 ("Landlord"), and OCB Realty Co., a Minnesota corporation with principal offices at 10260 Viking Drive, Eden Prairie, MN 55344-7229 ("Tenant").

WITNESSETH:

1. **PREMISES AND SHOPPING CENTER.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the premises consisting of not more than nine thousand (9,000) square feet of leasable area including the building improvements thereon ("Premises") to be constructed on Pad E, Parcel 24, as cross-hatched on the site plan attached hereto as Exhibit A, which Premises is part of the shopping center development known as The Plant located at 8000 Van Nuys Boulevard in Van Nuys, Los Angeles County, California, consisting of approximately Three Hundred Fifty-Three Thousand One Hundred Twenty-One (353,121) square feet of gross leasable area, inclusive of the Premises ("Shopping Center"), as outlined in red on the site plan attached hereto as Exhibit A and as legally described in Exhibit B attached hereto.

For purposes of this Lease, (i) "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, with no deduction or exclusion in the computation of leasable area by reason of interior partitions or other interior construction or equipment, and (ii) the "gross leasable area of the Shopping Center" shall be the sum of the leasable areas of all leasable or occupiable building areas of the Shopping Center.

Tenant acknowledges that certain Declaration and Agreement Establishing Covenants, Conditions and Restrictions and Grants of Easements made by S & V Van Nuys Associates, LLC dated September 16, 1997 and recorded September 17, 1997 as Instrument Number 97-1434459 ("REA"), now existing. Landlord represents and warrants that said REA has not been amended, modified and/or supplemented from or after the date of said REA. Landlord covenants and agrees that said REA will not be amended, modified or terminated so as to materially diminish or impair the rights of Tenant hereunder. Landlord represents and warrants that such REA shall not increase Tenant's obligations or decrease Tenant's rights hereunder nor shall they interfere with Tenant's operation on the Premises. Notwithstanding anything to the contrary, in no event shall Tenant be required to comply with Section 3.2.2.1.2 or Section 3.2.2.2.3 of the REA.

2. **TERM; COMMENCEMENT DATE.**

2.1 **Original Lease Term.** The original term of this Lease ("Lease Term" or "Term") shall be fifteen (15) full Lease Years and any Partial Lease Year (as defined below), commencing with the Commencement Date (as defined below). The "Commencement Date" will be: (i) one hundred fifty (150) days after the last to occur of: (a) Landlord completes Landlord's Work (as defined below), approves Tenant's Plans (as defined below), and tenders possession of the Premises to Tenant; (b) the date Landlord provides Tenant with an executed nondisturbance agreement from the secured party or ground lessor under any and all ground leases, mortgages or deeds of trust with respect to the Shopping Center, on terms and conditions reasonably satisfactory to Tenant and such secured party or ground lessor; and (c) the date Tenant obtains all necessary governmental permits and approvals for the construction and operation of the Premises, or (ii) the day Tenant opens the Premises for business, whichever comes first. The one hundred fifty (150) day period under Section 2.1 (i) shall be extended by one (1) day for each day that Tenant is delayed in performance of Tenant's Work by any matter described in Section 30.11 below. 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 and record a memorandum of this Lease as set forth in Section 30.39 of this Lease.

2.2 **Notice of Tender; Target and Drop Dead Dates.** Landlord shall give Tenant written notice of its intent to tender possession of the Premises to Tenant, upon completion of Landlord's Work and with all prior occupants lawfully removed, not less than seven (7) days prior to such tender of possession ("**Notice of Tender**"). It is presently estimated that completion of Landlord's Work in the Premises will be by May 1, 1998 (the "**Target Date**"), but such date is merely a target date, and Tenant will accept Landlord's tender of possession upon completion of Landlord's Work; provided, however, that (i) Tenant may, but will not be required to, accept tender of possession prior to the Target Date; and (ii) if for any reason completion of Landlord's Work does not occur and such Notice of Tender is not given by the ninetieth (90th) day after the Target Date (the "**Drop Dead Date**") and such delay is not the result of Tenant's acts or an event defined in Section 30.11 of this Lease, Tenant may elect to terminate this Lease without further liability to Landlord, upon written notice to Landlord at any time thereafter. Tenant's entry upon the Premises shall not be construed as acceptance of the condition of the Premises or Landlord's Work.

2.3 **Options to Extend.** Provided Tenant is not in default under the terms of this Lease beyond any applicable cure periods and this Lease is in full force and effect, Tenant shall have two (2) options (the "**Extension Option(s)**") to renew and extend the Term for two (2) additional consecutive periods of five (5) years each (each, an "**Extended Term**"). The Extension Options shall be exercised by Tenant giving Landlord written notice thereof at least six (6) months and not more than nine (9) months prior to the end of the initial Term or previous Extended Term, as the case may be. During the Extended Term(s), except as expressly provided in this Lease, all terms and conditions of this Lease shall remain unamended and in full force and effect.

3. **LEASE YEAR.** As used in this Lease, the "**Lease Year**" means that 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 the following December 31 shall be the "**First Partial Lease Year**."

4. **LANDLORD'S WORK.** Landlord, at its sole cost and expense, will perform the work described as "Landlord's Work" in the attached Exhibit C (collectively, "**Landlord's Work**"). Landlord warrants that the Premises has (or Landlord, at its expense, agrees to provide to or for the Premises, prior to the tender of possession) each of the following site specifications listed on the attached Schedule #1, as part of Landlord's Work (the "**Site Specifications**").

5. **TENANT'S WORK.** Upon Landlord's tender of possession of the Premises consistent with Section 2.2 above, Tenant, at its sole cost and expense, will promptly perform all work required to construct and prepare the Premises for the conduct of Tenant's business therein ("**Tenant's Work**"). Tenant's Work shall include the work, if any, described as "Tenant's Work" in the attached Exhibit C.

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, 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, the Commencement Date shall be delayed by one (1) day for each day, if any, that Tenant shall be delayed in the performance or completion of Tenant's Work by the actions or inactions of Landlord.

6. **RENT.**

6.1 **Minimum Rent.** From and after the Commencement Date, and continuing throughout the Lease Term, except as otherwise set forth herein, Tenant agrees to pay to Landlord, without demand, a guaranteed rental ("**Minimum Rent**") equal to the following amounts per annum:

First Partial Lease Year and Lease Years 1 through 5.	\$170,100.00
Lease Years 6 through 10.	\$182,857.50
Lease Years 11 through 15.	\$196,571.80
First Extended Term (Lease Years 16 through 20).	\$211,314.70
Second Extended Term (Lease Years 21 through 25).	\$227,163.30

The Minimum Rent shall be payable in equal monthly installments of one-twelfth of the annual Minimum Rent, on or before the first day of each month in advance to Landlord at 2660 Townsgate Road, Suite 250, Westlake Village, CA 91361, or at such other place as Landlord may from time to time designate in writing, without deductions or setoff whatsoever, except as provided in this Lease. For Partial Lease Years or partial lease months, Minimum Rent shall be prorated as provided in Section 6.3 of this Lease.

6.2 **Additional Rent.** Tenant shall pay to Landlord, as additional rent ("**Additional Rent**"), during the Term and any extensions thereof, Tenant's Tax Expense (as defined below) and Tenant's Shopping Center Expense (as defined below). Tenant shall pay all sums required to be paid as Additional Rent directly to Landlord at the place where the Minimum Rent is payable, without deduction or setoff except as provided in this Lease.

As used in this Lease, "**Tenant's Proportionate Share**" means a fraction, the numerator of which is the number of square feet of leasable area in the Premises and the denominator of which is the gross leasable area of the Shopping Center (which as of the date of this Lease is estimated to be approximately 353,121 square feet). Additional Rent shall be adjusted based on the actual leasable area of both the Premises and the Shopping Center, with any such change being effective as of the first day of the first calendar month following the date of such change; provided, however, in no event shall the leasable area of the Premises be more than the approximate square footage set forth in Section 1 of this Lease.

6.3 **Proration.** Whenever this Lease provides that payments of Minimum Rent or Additional Rent, or any limitation thereon are to be prorated (the "**Prorated Sum**"), for a Partial Lease Year the Prorated Sum shall be prorated at a rate of one-twelfth of the yearly sum scheduled for that Partial Lease Year for each month, and for a partial lease month the Prorated Sum shall be prorated at a rate of one-thirtieth of the monthly Prorated Sum, as defined above, for each day, and shall be payable, in advance, on the first day of the partial lease month.

6.4 **Adjustments and Reimbursements.** Any adjustment to a required monthly installment of Additional Rent shall be made after thirty (30) days' advance notice stating the amount of the adjustment, how it was calculated and allocated, and such other information about the costs incurred by Landlord as Tenant may reasonably require. No adjustment will be made retroactively for any period or expense more than eighteen (18) months prior to the date of the adjustment. Landlord will promptly respond to reasonable requests for reasonable back-up documentation concerning adjustments and reimbursements required hereunder.

7. **OPERATION OF BUSINESS; "GO DARK" PROVISION.** Subject to applicable laws and ordinances, from and after the date Tenant initially opens for business in the Premises, Tenant agrees to conduct its business in and operate the Premises throughout the Lease Term during at least the following hours each day: 11:00 A.M. to 3:30 p.m. and 4:00 p.m. to 8:00 P.M. However, Tenant will not be obligated to open on Christmas Day or up to four (4) other national holidays in any Lease Year, or during temporary closures necessitated by permitted alterations (during which Tenant may be open for business at its option). Tenant may extend its hours of operation at its option and in such event, Tenant shall not be responsible for the cost of any excess services during such extended hours; provided, however, in the event Tenant extends such hours of operation beyond 11:00 P.M. or prior to 7:00 A.M., Tenant shall pay its proportionate share of the reasonable cost of any excess services along with any other tenants or occupants of the Shopping Center operating during such extended hours. At any time after the 3rd full Lease Year, during periods of suspended operations in excess of twenty-four (24) hours that are not otherwise permitted by this Section 7, Tenant shall not be deemed in default of this Lease if, at Tenant's election, it pays (in addition to Minimum Rent and Additional Rent) a temporary surcharge equal to five percent (5%) of the Minimum Rent due during the

pendency of the suspended operations in addition to all other amounts due herein, provided that in no event may Tenant elect to pay such temporary surcharge to avoid a default for a period greater than six (6) months in duration (unless at the end of such six (6) month period Tenant is involved in active negotiations with a prospective assignee or sublessee, in which event the six (6) month limitation shall be extended through the earlier of (i) the date on which the negotiations culminate or terminate, or (ii) six (6) months after the expiration of the aforementioned six (6) month limitation period).

No provision of this Lease will be construed as a covenant to operate, except as expressly set forth in this Lease. In the event Tenant closes its restaurant on the Premises, the following will apply: (i) Tenant will cause the Premises to be secured against vandalism and will continue to maintain the Premises as described in Section 15.2; (ii) Tenant will continue to be responsible for paying Minimum Rent, Additional Rent and other charges to Tenant under this Lease and performing the other obligations of Tenant under this Lease; and (iii) if Tenant fails to occupy and operate the restaurant on the Premises for a continuous twelve (12) month period, Landlord may elect in its discretion to cancel and terminate this Lease by sixty (60) days' written notice delivered to Tenant (unless Tenant within such sixty (60) day period re-opens and operates its restaurant on the Premises), in which event both parties will be released from any further duty or obligation to the other party from and after the effective date of termination of this Lease.

8. TAXES.

8.1 Definition of "Taxes". The term "**Taxes**" as used herein shall include, to the extent due and payable during the Term of this Lease to any lawful taxing authority, real estate taxes, assessments (special or otherwise), 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 or any expansion of the Shopping Center). "**Taxes**" shall also mean any personal property taxes imposed upon the equipment of Landlord or machinery of Landlord located at and used in the operation or maintenance of the Shopping Center, and all costs and fees, including reasonable attorneys' and appraisers' fees (provided that the attorneys and appraisers are not employed by or otherwise affiliated with Landlord) paid by Landlord in reasonably contesting Taxes and reasonably negotiating with public authorities as to the same (Landlord hereby agreeing that any reduction in Taxes resulting from any such contest by Landlord will be passed-through to Tenant through a proportionate reduction in Tenant's Tax Expense). 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, and Taxes shall include only those installments due and payable during the Term of this Lease. In this connection, Landlord warrants and represents to Tenant that neither the Shopping Center nor the Premises are presently subject to any assessments, and to the best of Landlord's knowledge as of the date hereof, there are no assessments presently contemplated to come into effect against the Shopping Center or the Premises during the Term of this Lease. Landlord further warrants and represents to Tenant that the legal description set forth on Exhibit B accurately describes and fully encompasses the Shopping Center and Premises represented schematically on Exhibit A.

8.2 Payment of Tenant's Tax Expense. Tenant agrees to pay to Landlord, as Additional Rent as provided in Section 6.2 of this Lease, Tenant's pro rata share of Taxes which are due and payable during the Term of this Lease or any extension thereof ("**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 Tax Expense for the First Partial Lease Year shall be \$2.16 per square foot of leasable area in the Premises on an annualized basis.

Upon receipt of a Tax bill attributable to 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. 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.

If required in writing by a ground lessor or the holder of a mortgage on the Premises, Tenant shall pay Tenant's Tax Expense 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 Tax Expense Payment**"). Upon receipt of a Tax bill attributable to 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 cost of Tenant's Tax Expense concerning such bill. Within thirty (30) days after the rendition of such Tax bill and statement, Tenant shall pay to Landlord any deficiency shown on the Tax bill 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 Tax bill. If the Tax bill is rendered after the commencement of the Lease Year and there has been an increase in the Estimated Monthly Tax 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 Tax bill shall be paid by Tenant with the first Estimated Monthly Tax Expense Payment becoming due after the receipt of the Tax bill. If there is a decrease in the Estimated Monthly Tax Expense Payment for the current Lease Year, as shown on the Tax bill, then any overpayment made by the Tenant for the current year prior to the receipt of the Tax bill shall be credited to Tenant at the time of delivery of the Tax bill, which credit Tenant may apply against any Minimum Rent and Additional Rent next coming due under this Lease until fully repaid. If a credit still exists at the end of the Lease Term, the amount over paid shall be paid to Tenant.

For Partial Lease Years or partial lease months, Tenant's Tax Expense shall be prorated as provided in Section 6.3 of this Lease.

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

8.3 **Tenant's Right to Contest.** Tenant shall have the right, after thirty (30) days written notice to Landlord, to contest, in good faith, the validity or the amount of any Taxes levied against the Premises or the Shopping Center by such appellate or other proceedings as may be appropriate in the appropriate jurisdiction or take such other steps as Tenant reasonably may deem appropriate. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents reasonably required therefor. The expense of such proceedings shall be paid by Tenant. No such contest by Tenant shall unreasonably interfere with any initiated and ongoing contest of Taxes conducted by Landlord. All reductions, refunds, or rebates of Taxes paid or payable by Tenant and to the extent attributable to the Premises shall belong to Tenant whether as a consequence of a Tenant proceeding or otherwise.

9. **OPERATING EXPENSES.**

9.1 **Definition of "Operating Expenses".** The term "**Operating Expenses**" as used herein shall mean all costs and expenses paid or incurred by Landlord in operating, cleaning, equipping, protecting, securing, lighting, heating, air conditioning, insuring, repairing and maintaining the Common Areas of the Shopping Center exclusively and other costs paid or incurred by Landlord reasonably related to the exclusive operation of the Common Areas of the Shopping Center. "**Operating Expenses**" shall include, but not be limited to, those reasonable costs incurred by Landlord in providing the following to the Common Areas of the Shopping Center: illumination and maintenance of pylon or Shopping Center directional signs within the Shopping Center; utilities; supplies; janitorial services; compensation and benefits for on-site non-management employees of Landlord to the extent they provide maintenance and repair services to the Common Areas; garbage, snow and ice removal; insurance, including rent insurance and any other insurance required pursuant to Section 17.2 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 as of the date incurred were reasonably intended and expected by Landlord to reduce the Operating Expenses of the Shopping Center; 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, to include but not be limited to, salaries, expenses, fringe benefits and other compensation paid to supervisory, management and upper management personnel. However, notwithstanding anything in this Lease to the contrary, Operating Expenses shall not include the items listed on the attached Schedule #3.

9.2 **Payment of Tenant's Share of Operating Expenses.** Tenant agrees to pay to Landlord, as Additional Rent as provided in Section 6.2 of this Lease, Tenant's pro rata share of Operating Expenses incurred by Landlord during and for each Lease Year of the Term of this Lease and any extension thereof, less any reimbursement or credit which Landlord receives from other sources, such as from paid parking, shows, displays, kiosks and advertising ("**Tenant's Shopping Center Expense**"). Tenant's Shopping Center Expense shall be determined by multiplying Operating Expenses by Tenant's Proportionate Share. Landlord's current estimate of Tenant's Shopping Center Expense for the First Partial Lease Year shall be \$2.16 per square foot of leasable area in the Premises on an annualized basis.

Tenant's Shopping Center Expense 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 Shopping Center Expense Payment**"). For Partial Lease Years or partial lease months, Tenant's Shopping Center Expense shall be prorated as provided in Section 6.3 of this Lease. Within ninety (90) days after the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement prepared according to generally accepted commercial shopping center standards and which will itemize the various components and amounts of the Operating Expenses and specify the actual amount of Tenant's Shopping Center Expense for such period, the aggregate Estimated Monthly Shopping Center Expense Payments made by Tenant for such period, the deficiency or overage from such payments and the amount of Tenant's Estimated Monthly Shopping Center Expense Payment for the then current Lease Year. If Landlord fails to provide such statement when due, Tenant may accrue and defer payment of further Estimated Monthly Shopping Center Expense Payments until the statement is received. 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 Shopping Center 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 Shopping Center Expense Payment becoming due after the receipt of the statement. If there is a decrease in the Estimated Monthly Shopping Center 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. If a credit still exists at the end of the Lease Term, the amount over paid shall be paid to Tenant. Landlord agrees to promptly deliver to Tenant such itemization and information with respect to Operating Expenses as Tenant shall reasonably request in writing. Landlord shall exercise due care and diligence in the retention of optimal services and supplies at competitive market rates, minimizing Operating Expenses while at all times operating the Shopping Center in a first class manner.

10. **TENANT'S EXAMINATION OR AUDIT OF CHARGES.** No payment by Tenant with respect to Tenant's Tax Expense or Tenant's Shopping Center Expense shall derogate Tenant's rights to request documentation of Landlord's expenditures and to examine or audit the books and records of Landlord kept in connection with the Taxes and Operating Expenses. Landlord agrees to make such books and records available to Tenant's auditor upon ten (10) days prior written request by Tenant, at no cost to Landlord. Tenant's right to audit or examine such records may be exercised by Tenant only one (1) time in any consecutive twelve (12) month period. If any such examination

or audit shows that Tenant's Shopping Center Expense or Tenant's Tax Expense has been overstated by more than three percent (3%), Landlord shall immediately pay to Tenant the reasonable cost of such examination or audit, and in any event shall remit the total amount of such overstatement.

11. **UTILITIES.** All utilities (including, without limitation, gas, water, telephone, and electricity) shall be provided to the Premises by either Landlord or the direct third party providers of such services. Tenant shall separately contract for garbage removal from the Premises. The cost of utilities which are not separately metered to the Premises shall be part of Operating Expenses. The cost of utilities which are separately metered to the Premises shall be paid by Tenant directly to the provider of such services on or before their due date, and Tenant agrees to protect and save Landlord harmless against any claim therefor. In no event shall Tenant be required to pay a rate for any utility service to the Premises that is greater than the rate which Tenant could independently negotiate for such utility service.

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 and connection fees.

In the event any utility supplied to the Premises by Landlord is interrupted for more than forty-eight (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 and/or Additional Rent to the extent and for the period Tenant is reasonably unable to conduct its business in the Premises.

12. **ADVERTISING; PROMOTION; HANDBILLS.** Nothing in this Lease shall require Tenant to: (i) participate in any joint advertising or promotional event; (ii) become a member of any merchants association or promotion fund concerning the Shopping Center; or (iii) contribute any funds whatsoever to any such merchant's association or promotional fund. Notwithstanding any other provision of this Lease, procedures for promotions and Landlord's restrictions on solicitation and distribution in Common Areas pursuant to this Lease will be applicable uniformly to all tenants of the Shopping Center. If Landlord elects (in its sole discretion) to permit tenants to conduct such promotions and solicitations or distributions, Tenant will be permitted to do so in compliance with all reasonable rules adopted by Landlord to govern tenants' rights to conduct such activities.

13. **USE OF COMMON AREAS AND PARKING.**

13.1 **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 sidewalks, 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 (the "**Common Areas**"). Landlord shall at all times have full control, management and direction of the Common Areas and shall operate, maintain and repair the same in accordance with all applicable federal, state and local statutes, codes, ordinances or rules, and in any event 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 Van Nuys Boulevard or Arminta Street as shown on the site plan attached hereto as Exhibit A, reduce visibility of the Premises or its signs from Van Nuys Boulevard or Arminta Street, 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, interfere, change the use of, or build or construct any improvements (temporary or permanent) upon the Protected Parking Area (as defined in Section 13.2 below) or reduce the parking ratio of the Shopping Center below the Required Parking Ratio (as defined in Section 13.2 below). Notwithstanding any provision contained in this Lease to the contrary, in the event a portion of the Shopping Center is undeveloped, Tenant shall not be responsible for any tax or expense related to the undeveloped portion so long as it remains undeveloped.

Landlord shall be responsible for maintenance and security in the Common Areas to the standard of a first class shopping center in the geographic area where the Shopping Center is located. Landlord agrees that it will not adopt a system of parking or access charges for use of the Shopping Center parking facilities and other common areas. The Common Areas shall be kept open and secure during, at a minimum, one (1) hour before and one (1) hour after Tenant's hours of operation. Any voluntary closure of Common Areas, if it occurs, must be on a nondiscriminatory basis, after reasonable advance notice, and be limited to temporary closures needed to prevent the acquisition of prescriptive rights in the public or to perform needed major repairs to Common Areas, which if at all possible shall be restricted to Christmas Day.

Landlord and Tenant agree the site plan attached hereto as Exhibit A sets forth the buildable areas, parking lot layouts, receiving areas and parking ratios.

Any modifications to the Common Areas which are required by governmental authorities as a part of approving Tenant's and Landlord's plans for permits will be constructed at Landlord's expense.

13.2 **Parking.** At all times during the Term and any Extended Term, Landlord shall maintain exclusively for vehicular parking the area outlined in blue on Exhibit A containing at least one hundred fifty (150) parking spaces and referred to in this Lease and on Exhibit A as the "**Protected Parking Area**", and shall not interfere with, change the use of, or build or construct any buildings, kiosks, curbs, landscaping or improvements (permanent or temporary) thereupon without Tenant's prior written consent in each instance, executed by an officer of Tenant. Nothing in this Lease shall be deemed to designate the Protected Parking Area as an exclusive parking area for the use of Tenant and its invitees. Further, Landlord agrees to maintain a parking ratio for the Shopping Center of at least the minimum parking ratio required for the Shopping Center under any applicable governmental law, ordinance or rule (the "**Required Parking Ratio**").

Tenant shall request that its employees specifically not park in areas adjacent to the Shopping Center storefronts. In addition, Landlord shall request that other tenants employees specifically not park in areas adjacent to the Shopping Center storefronts. Tenant shall not, however, be required to undertake specific enforcement activities, including but not limited to tracking and towing vehicles or collecting employee vehicle license numbers.

14. **USE OF THE PREMISES; TENANT'S LIMITED EXCLUSIVITY COMMITMENT.**

14.1 **Tenant's Permitted Use.** The Premises shall be used only as a restaurant which may, at the option of Tenant and subject to applicable laws and governmental regulation, serve alcohol. Tenant shall conduct its business at the Premises under the trade name "Old Country Buffet," "HomeTown Buffet" or any other name used by Tenant for such restaurants; except in instances of a permitted assignment or sublease where in accordance with Section 22 of this Lease, Landlord's consent is not required or was given to said assignment, sublease or transfer, or upon the written consent of Landlord, which consent shall not be unreasonably withheld or unduly delayed.

14.2 **Prohibited Uses.** Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering such Building or any part thereof or any of its contents. Tenant shall not allow the Premises to be used for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Landlord will promptly notify Tenant if Landlord's insurance carrier or underwriter claims (other than merely as a consequence of Tenant's use of the Premises consistent with Section 14.1) an increase in premiums attributable to Tenant's use or that Tenant's activities may invalidate Landlord's coverage(s), and will cooperate with Tenant, at Tenant's sole cost and expense, in efforts to resolve any dispute over any change in premium or effect on Landlord's coverages. Landlord shall not invoke the provisions of this Section 14.2 so long as Tenant utilizes the Premises for the use permitted in Section 14.1 above.

14.3 **Tenant's Limited Exclusivity Commitment.** Subject to the qualifications stated below, so long as this Lease has not been terminated and Tenant is operating a buffet-style restaurant, or a cafeteria or cafeteria-style restaurant or a family-style restaurant in the Premises, Landlord agrees that no other portion of the Shopping Center will be leased, subleased, operated or otherwise used for the operation of a buffet-style restaurant, or a cafeteria or cafeteria-style restaurant (the "**Exclusive Use**") or the operation of a buffet(s) as part of other facilities within the Shopping Center whose primary marketing orientation is not that of a buffet-style, cafeteria or cafeteria-style restaurant. Landlord agrees not to permit any portion of the Shopping Center within 300 feet of the front entrance of the Premises to be used as a child-oriented play/amusement center (such as, by way of example and not in limitation, the type of centers presently operated by Discovery Zone, Leaps & Bounds or Fandangles), or an establishment serving alcohol for on-site consumption, a theater, or a health club (collectively, the "**Restricted Uses**"). The foregoing restriction shall not apply to the child-oriented play/amusement center and theater as such are located and labeled on the site plan attached hereto as Exhibit A.

The permitted uses under all leases subsequently entered into by Landlord will require compliance with use restrictions made with tenants of the Shopping Center (or will contain a specific reference to the restrictions set forth above). Tenant and Landlord will have the mutual nonexclusive right to enforce the restrictions set forth above. If requested by Tenant, Landlord shall, at Tenant's expense, provide for the recording of a memorandum of this Lease which will reference the restrictions set forth above.

During any period of the Term or any Extended Term during which Landlord shall be in violation of the provisions of this Section (the "**Exclusive Violation Period**"), in addition to its other remedies available at law or in equity, Tenant, at its option, exercised by delivering thirty (30) days prior written notice to Landlord, shall be entitled to abatement of Minimum Rent, and in lieu thereof Tenant shall pay to Landlord monthly two percent (2%) of any Gross Sales during such Exclusive Violation Period ("**Gross Rental**"). Tenant shall pay any Gross Rental to Landlord monthly, on or before the fifteenth (15th) day of the month following each calendar month, or part thereof, occurring during an Exclusive Violation Period. Tenant shall deliver to Landlord a statement of Gross Sales with respect to any Exclusive Violation Period. Any right of setoff, abatement or deduction in favor of Tenant with respect to Minimum Rent as provided in this Lease shall similarly apply to any Gross Rental payable by Tenant. At any time after eighteen (18) months of any Exclusive Violation Period, Landlord may provide Tenant with a written demand that Tenant recommence paying Minimum Rent pursuant to Section 6 of this Lease. Within thirty (30) days of receiving such demand, Tenant shall have the right to either terminate this Lease or recommence paying Minimum Rent.

Tenant agrees to indemnify, defend and hold Landlord harmless from and against any actions, claims, damage, liens, liability, costs and expenses, including, without limitation, reasonable attorney's fees, arising from any judicial determination that this Section 14B constitutes a violation of any local, state or federal anti-trust laws or statutes or an invalid restraint on trade.

As used in this Lease, 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. There shall be excluded from Gross Sales the items described on the attached Schedule #2.

15. **MAINTENANCE AND REPAIRS OF SHOPPING CENTER AND PREMISES.**

15.1 **Landlord's Repair.** Except as required to be performed by Tenant pursuant to Section 15.2 of this Lease, Landlord shall keep and maintain in good order, condition and repair all portions of the Shopping Center, excluding 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 forty-eight (48) hours as a result of necessity of such repairs or maintenance or as a result of any excavation or other building operation by Landlord on the Shopping Center or any land adjoining the Shopping Center, Tenant shall be entitled to abatement of Minimum 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.

15.2 **Tenant's Repair.** Except as required to be performed by Landlord pursuant to Section 15.1 of this Lease, Tenant shall keep and maintain in good condition and repair all portions of the Premises. 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 California and in accordance with all mandatory directions, rules and regulations of the appropriate governmental agencies. If Tenant unreasonably refuses or neglects to promptly repair or properly keep and maintain the Premises, after thirty (30) days written notice to Tenant (unless the need for such repair or maintenance in the reasonable opinion of Landlord constitutes an emergency, in which event Landlord shall provide Tenant with a reasonable period to complete such repairs or maintenance), Landlord may, but shall not be obligated to, make and complete such repairs and maintenance on behalf of Tenant, and Tenant shall pay Landlord the reasonable costs incurred therefor within thirty (30) days after Landlord's written request therefor.

16. **SIGNS.** Tenant may, in its discretion and subject to applicable laws and ordinances, install and throughout the Term of this Lease maintain: (i) its standard sign, as depicted on Exhibit H attached hereto, on the architecturally prominent front sign band and side of the Premises with individually illuminated letters of no more than forty-eight (48") inches in height (excluding ascending and descending character elements) and (ii) a monument sign, as depicted on Exhibit H-1 attached hereto, in the location shown on Exhibit A attached hereto. In addition, Tenant may hang professionally prepared "coming soon" and "now open" banners on the front and side of the Premises within thirty (30) days of opening for business. Tenant's signage as depicted on the drawings attached hereto as Exhibit H and Exhibit H-1, and are hereby approved by Landlord and are in accordance with the Shopping Center sign criteria. Tenant will be allowed maximum signage permitted by applicable law.

17. **INSURANCE.**

17.1 **Tenant's Insurance.** Tenant agrees to purchase, in advance, and to carry in full force and effect during the Term of this Lease and any extension thereof, at its sole expense, the following insurance:

- (i) Property insurance against loss by fire and other hazards covered by the so-called "all-risk" or "special form" policy in an amount equal to the full replacement value of the storefront, Tenant's Work (including the Premises building) alterations and improvements made by Tenant to the Premises and the equipment, stock in trade, fixtures, furnishings and other personal property located, leased or stored by it within the Premises.
- (ii) Commercial general liability insurance (on an Insurance Services Office form or equivalent) covering all acts of Tenant, its employees, agents, representatives and guests on or about the Premises, in a combined single limit amount of not less than Two Million and No/100 Dollars (\$2,000,000.00), which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Liability and Contractual Liability (applying to this Lease).
- (iii) In the event Tenant serves alcohol in the Premises, Tenant agrees that it will purchase and maintain so-called "dramshop" insurance in an amount consistent with industry standards.

Tenant may self insure with respect to plate glass. Where applicable, Tenant may maintain reasonable deductibles, not greater than twenty percent (20%), on the insurance required by this Section 17.1; provided, however, the foregoing deductible maximum shall not apply as to Tenant or an "affiliate corporation or entity" as defined in Section 22.1 of this Lease. All of Tenant's insurance required to be furnished pursuant to Section 17.1(ii) shall name Landlord as an additional insured to the extent of Tenant's indemnification obligations set forth in Section 19. All of Tenant's insurance shall provide for thirty (30) days written notice to Landlord prior to cancellation or non-renewal. Certificates of all such insurance shall be delivered to Landlord at least thirty (30) days prior to the termination date of any existing policy and upon written request by Landlord. If Tenant fails to comply with the requests of this Section 17, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect and Tenant shall pay Landlord the premium therefor upon demand until such time that Tenant conforms with its insurance requirements set forth above.

17.2 **Landlord's Insurance.** Landlord agrees to purchase in advance, and to carry (or cause to be carried) in full force and effect during the Term hereof and any extension thereof, at its sole expense the following insurance:

- (i) Property insurance against loss by fire and other hazards covered by the so-called "all risk" or "special form" casualty policy covering the Shopping Center (including Landlord's Work, but exclusive of Tenant's leasehold improvements including the Premises building and improvements) and in Landlord's discretion, earthquake and/or flood insurance in an amount equal to the full replacement value thereof.
- (ii) Commercial general liability insurance covering the Shopping Center, in a combined single limit amount of not less than Two Million and No/100 Dollars (\$2,000,000.00), which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Liability, Contractual Liability (relating to this Lease) and Employer Liability, naming Tenant as an additional insured.

All of Landlord's insurance required to be furnished pursuant to Section 17.2(ii) shall name Tenant as an additional insured to the extent of Landlord's indemnification obligations set forth in Section 20. All of Landlord's insurance shall provide for thirty (30) days written notice to Tenant prior to cancellation or non-renewal. Certificates of all such insurance shall be delivered to Tenant prior to occupancy of the Premises by Tenant and at least thirty (30) days prior to the termination date of any existing policy. If Landlord fails to comply with the requests of this Section 17, Tenant may, but shall not be obligated to, obtain such insurance and keep the same in effect and Landlord shall pay Tenant the premium therefor upon demand until such time that Landlord conforms with its insurance requirements set forth above.

17.3 **General Insurance Requirements.** If any insurance required hereunder ceases to be available, or is available on terms so unacceptable that prudent landlords or tenants, as the case may be, generally do not carry such insurance, then in lieu of such insurance the pertinent party may carry the most comparable insurance which is available and generally carried by prudent parties. All policies of insurance required under this Section 17 may be in the form of blanket or umbrella policies so long as the Shopping Center or the Premises, as the case may be, are specifically designated therein, it being understood that the policy limits provided herein apply individually to each Premises or Shopping Center, as the case may be. Further, all insurance required hereunder shall be issued by financially responsible insurers. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable.

18. **WAIVER OF CLAIMS AND SUBROGATION.** Notwithstanding any other provision in this Lease to the contrary, to the extent possible without invalidating or decreasing the coverage under their respective insurance policies, Landlord and Tenant hereby release one another from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to the extent covered by the policies of insurance required to be maintained under Section 17.1(i) or 17.2(i) hereof (whichever is applicable), even if such loss or damage has been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, which loss or damage: (i) is caused by a peril required by this Lease to be covered by the insurance of the party incurring the loss; or (ii) if insured for a greater amount than required, to the extent of the recovery under any property insurance policy covering the party incurring the loss. Each party shall apply to their insurers to obtain such waivers, to the extent necessary, and each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

19. **INDEMNIFICATION OF LANDLORD.** Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless against any and all claims, actions, damages, liability, causes of action, judgments, liens, costs and expenses in connection with injury or loss of life to person, or damage to property, arising out of the Tenant's 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. In the event Landlord shall be made a party to any litigation or proceeding commenced by or against Tenant (except with respect to suits or litigation commenced by Tenant against Landlord as a result of a breach of this Lease by Landlord), 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.

20. **INDEMNIFICATION OF TENANT.** Landlord hereby agrees to protect, defend, indemnify and hold Tenant harmless against any and all claims, actions, damages, liability, causes of action, judgments, liens, costs and expenses in connection with injury or loss of life to person, or damage to property, arising out of the Landlord's 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. In the event Tenant shall be made a party to any litigation or proceeding commenced by or against Landlord (except with respect to suits or litigation commenced by Landlord against Tenant as a result of a breach of this Lease by Tenant), 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.

21. **ESTOPPEL, SUBORDINATION, NONDISTURBANCE AND ATTORNMEN.**

21.1 **Estoppel Certificates.** Upon twenty (20) days' prior notice of the request, either party will execute, acknowledge and deliver to the other party a certificate stating: (a) that this Lease is unmodified, amended and/or supplemented and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications), (b) the dates to which rent and other sums payable hereunder have been paid, and (c) either that to the knowledge of the party no default exists under this Lease or specifying each such default that exists under this Lease or specifying each such default of which the party has knowledge. Any such certificate may be relied upon as to the facts stated therein by any actual or prospective mortgagee or purchaser of the Premises from Landlord or any actual or prospective sublessee or assignee of Tenant's interest in this Lease in connection with one of the transactions permitted or approved under Section 22. A party shall not be obligated to update any certificate once delivered (other than in response to a request of execution of a new estoppel certificate).

21.2 **Subordination, Nondisturbance and Attornment.** Provided that Tenant's use and occupancy of the Premises shall not be disturbed and all of Tenant's other rights under this Lease are fully recognized (unless Tenant's right of possession under this Lease shall have been terminated in accordance with the provisions of this Lease), Tenant agrees: (i) that this Lease is and shall be subject and subordinate at all times to the lien and security interest created by all ground or underlying leases which now exist or may hereafter be executed affecting the Premises and/or the Shopping Center and the lien and security interest created by 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, (ii) that 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, to attorn to and recognize such transferee, purchaser, lessor or mortgagee as Landlord under this Lease, and (iii) to promptly execute and deliver upon written request by Landlord all reasonable and necessary attornment and subordination documents required by Landlord's lenders, lessors and/or purchasers which recognize Tenant's rights as aforesaid. 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. Landlord represents and warrants that as of the date of this Lease, there are no existing mortgagees, ground lessors, or holders of deeds of trust with respect to the Shopping Center except Wells Fargo Bank, National Association.

As conditions precedent to Tenant's obligations under this Lease, Landlord shall provide Tenant, within thirty (30) days of Landlord's and Tenant's execution of this Lease, with executed non-disturbance agreements, in the form specified in Exhibit G or as otherwise accepted by Tenant in writing, from any and all existing mortgagees, ground lessors, holders of deeds of trust, and any other parties holding an interest in the Shopping Center or the Premises; and thereafter, Landlord shall similarly provide Tenant with executed non-disturbance agreements from any and all future mortgagees, ground lessors, holders of deeds of trust, and any other parties holding an interest in the Shopping Center or Premises, no later than the date said parties obtain such an interest. Tenant may waive these conditions precedent upon written notice to Landlord, although no other action by Tenant short of such notice shall be deemed an implied waiver of Tenant's privileges hereunder, including the performance of Tenant's Work or Tenant's occupancy of the Premises.

22. ASSIGNMENT AND SUBLETTING.

22.1 Restrictions on Transfer. Except as otherwise provided below, 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. Any assignment or other transfer without such consent shall, at the option of Landlord, constitute a default under this Lease. If this Lease is assigned or if the Premises is subleased or occupied by anybody other than Tenant, whether with or without Landlord's consent (other than for a Permitted Transfer, as described below), Landlord may collect from the assignee, sublessee, occupant, licensee or concessionaire, those rentals and other charges payable by Tenant to the extent set forth in this Lease, and apply the amounts collected to the extent of the rentals and other charges herein reserved. 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, except as otherwise provided in this Section 22.

Notwithstanding anything contained herein to the contrary, Tenant may, without the necessity of the consent of Landlord, at any time assign, sublease 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; any person, firm, entity or corporation acquiring a majority of Tenant's issued and outstanding capital stock or all or substantially all of Tenant's physical assets; or any person, firm, entity or corporation acquiring at least ten (10) of Tenant's California restaurants (hereinafter, a "Permitted Transfer"). Such transactions will be treated as Permitted Transfers for which Landlord's consent is not required; provided, however, promptly following any such assignment, Tenant shall notify Landlord in writing of the assignment, including a description of the transaction and the identity of the assignee. Notwithstanding the foregoing, no provision of this Lease will be construed to require Tenant to obtain Landlord's consent for any financing of or on Tenant's FF&E or for consent for (or to notify Landlord with respect to) any transfer of Tenant's stock. 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.

22.2 Reason for Any Disapproval Given. If Tenant follows the procedures in this Section 22 for seeking Landlord's consent and Landlord does not approve the request, Landlord will give Tenant a written statement specifying the particular reasons why the proposed transfer and transferee were not reasonably acceptable to Landlord and any steps required to be taken by Tenant (if applicable) to obtain Landlord's consent, and at least thirty (30) days for Tenant to comply with such requirements or take other appropriate action with respect to Landlord's refusal to grant consent.

22.3 Consent Generally. The giving of consent in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers. No changes in the rent or economic terms of this Lease will be required of Tenant as a condition of Landlord's consent. 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; provided, however, in the event Tenant's assignee or transferee has a net worth of equal to or greater than Twenty-Five Million and No/100 Dollars (\$25,000,000.00), Tenant shall be fully released from its obligations under this Lease. Landlord's consent to any of the foregoing shall not release or waive the prohibition against them thereafter or constitute a consent to any other assignment, transfer or sublease.

22.4 **Sublease to Operating Company.** Landlord and Tenant hereby acknowledge and agree that effective on the Commencement Date, OCB Realty Co. (Tenant) may sublease the entire Premises to, at Tenant's election, OCB Restaurant Co., HomeTown Buffet, Inc., or Buffets, Inc., all of which are affiliated corporations of Tenant.

23. **ALTERATIONS.** Except for Tenant's Work, Tenant shall not make any alterations or improvements of a structural nature or exterior nature without the prior written consent of Landlord, such consent not to be unreasonably withheld.

Tenant may make any alterations or improvements of an interior nonstructural nature, the cost of which is less than One Hundred Thousand and No/100 Dollars (\$100,000.00) in the aggregate, without the consent of Landlord, including removing, replacing or making normal changes in and to all lighting and trade fixtures owned by Tenant.

Tenant's Work and any alteration, addition or improvement to the Premises (except Tenant's FF&E, stock in trade and personal property) shall become part of the realty and belong to Landlord at the end of the Lease Term, but until such time shall be owned by Tenant and Tenant alone shall be entitled to deduct all depreciation on Tenant's income tax return in relation thereto. Any physical damage caused by the removal of the FF&E or personal property shall be immediately repaired by Tenant, at its sole cost and expense.

24. **DAMAGE OR DESTRUCTION.** In the event of any damage or destruction to the Shopping Center or the Premises by reason of fire or other casualty, and (i) such damage or destruction is a Material Casualty (as defined below), (ii) Landlord or Tenant, as the case may be, is prohibited from repairing or rebuilding the Shopping Center or the Premises by reason of any applicable law or ordinance, or (iii) Landlord and Tenant mutually and reasonably agree within forty-five (45) days after the date of such damage or destruction that the Shopping Center or Premises cannot be restored within three hundred sixty-five (365) days after the date of such damage or destruction, then either Landlord or Tenant may terminate this Lease without further liability to Tenant, upon thirty (30) days written notice to the other party; provided, however, Landlord will not elect to terminate this Lease if the Premises is undamaged or if Tenant agrees to restore the Premises. In the event that any damage or destruction to the Shopping Center or on the Premises results in a loss of any part of the Protected Parking Area, restricts reasonable ingress and egress to the Shopping Center from Van Nuys Boulevard or Arminta Street or reduces the Shopping Center parking ratio below the Required Parking Ratio, and in any such event Landlord does not replace within ninety (90) days of the date of such destruction or damage, to the reasonable satisfaction of Tenant, the Protected Parking Area, ingress and egress to the Shopping Center and the Premises from Van Nuys Boulevard or Arminta Street and/or the Shopping Center parking ratio to the Required Parking Ratio, as the case may be, Tenant may terminate this Lease without further liability to Landlord, upon thirty (30) days written notice to Landlord following the expiration of such ninety (90) day period. If Landlord terminates this Lease, it must terminate the leases of all other tenants of the Shopping Center similarly situated and similarly affected by the damage or destruction. In the event this Lease is terminated as provided in this Section 24, the Term of this Lease shall expire as of the date of the applicable damage or destruction and Tenant shall vacate and surrender the Premises to Landlord within thirty (30) days after delivery of or receipt of such termination notice.

As used in this Section 24, a "**Material Casualty**" shall mean damage or destruction that exceeds fifty percent (50%) of the square footage of the gross leasable area of the Shopping Center or the Premises, as the case may be.

If this Lease is not terminated as provided in this Section 24 and a portion of the Shopping Center and/or the Premises is damaged or destroyed by fire or other casualty: (i) Landlord shall diligently proceed at its sole expense to restore the Premises and the Shopping Center to the condition in which it existed immediately before the destruction or damage (provided, however, Landlord's obligations with respect to the Premises shall be limited to Landlord's Work and Tenant shall diligently proceed at its sole expense to restore the Premises with respect to Tenant's Work), and (ii) Tenant shall be entitled to abatement of Minimum Rent and Additional Rent from the date of such damage or destruction, if, in the reasonable opinion of Tenant, Tenant is unable to conduct its business in the Premises. All rental will resume upon the earlier of (i) one hundred fifty (150) 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 or resumes full operation of its business in the Premises. The foregoing one hundred fifty (150) day period shall be extended by one (1) day for each day that Tenant is delayed in the performance of its restoration and repair work at the Premises by any matter described in Section 30.11 below. Tenant shall give prompt notice to Landlord of any fire or other damage to the Premises. In the event Landlord does not complete such Landlord's Work within three hundred sixty-five (365) days after the destruction or damage, Tenant may terminate this Lease without further liability to Tenant, by giving Landlord written notice within twenty (20) days after the expiration of such three hundred sixty-five (365) day period.

Notwithstanding the foregoing, Landlord's obligation to repair or restore the Premises under this Section 24 in the event of a casualty shall not extend to events as to which both of the following conditions apply: (a) Landlord is, pursuant to any of the provisions of this Lease, not required to maintain insurance that would have covered the event that caused the casualty, and (b) Landlord (or other person who is occupying or leasing the improvements that were damaged) does not actually have insurance (whether or not required by this Lease) that covers its repair or restoration (an event that meets both such conditions is an "Uninsured Casualty"). In the event of an Uninsured Casualty to the Premises, Common Areas or Shopping Center, Landlord shall, within ninety (90) days from the date of such casualty, give notice to Tenant either: (i) that Landlord will rebuild in a time certain stated in said notice, or (ii) if the casualty would take more than one hundred fifty (150) days to restore, that Landlord will terminate this Lease effective no earlier than 60 days following the date of such notice (provided, that Tenant may elect to terminate this Lease, without further obligation for rent, at any time after thirty (30) days following receipt of such termination notice from Landlord). A casualty will not be deemed an Uninsured Casualty or not covered by insurance for purposes of Landlord's restoration duty or right to terminate this Lease: (i) due to the existence of deductibles or self-insured retention levels, (ii) if the loss would have been covered by a so-called "all risk" or "special form" property insurance, (iii) if the loss or casualty was of a type that would have been covered by insurance, if Landlord had actually maintained insurance in accordance with the provisions of this Lease, or (iv) if the cost of repair is less than \$1,000,000.

25. **CONDEMNATION.** If the entire Shopping Center or the Premises is taken by any public or quasi public authority under the power of eminent domain or if there is a Substantial Taking (as defined below), then in either event Landlord or Tenant may terminate this Lease without further liability to the other, by delivery of written notice to the other party. If any part of the Premises or the Protected Parking Area shall be taken, or if so much of the parking facilities shall be so taken that the Shopping Center parking ratio is reduced below the Required Parking Ratio, or, if any means of ingress to and egress from the Shopping Center from Van Nuys Boulevard or Arminta Street shall be taken so that reasonable means of ingress and egress for the continued operation of the Shopping Center from Van Nuys Boulevard or Arminta Street shall not be available for use by patrons of the Shopping Center, then in any such event Tenant may terminate this Lease without further liability to Landlord, by delivery of written notice to Landlord. Any termination under this Section 25 shall be effective on the day possession shall be taken by such public or quasi public authority and Minimum Rent and Additional Rent shall be paid up to the day possession is taken with a proportionate refund by Landlord to Tenant of such rent as may have been paid in advance for a period subsequent to the date of the taking of possession. If Landlord terminates this Lease, it must terminate the leases of all tenants of the Shopping Center similarly situated and similarly affected by such taking.

As used in this Section 25, a "**Substantial Taking**" shall mean a taking of more than fifty percent (50%) of the square footage of gross leasable area of the Shopping Center or the Premises, as the case may be, or a taking of such portion(s) of the access to the Shopping Center or such portion(s) of the Shopping Center or Premises that the Premises is not reasonably usable for the continued operation of Tenant's business.

If the Lease is not terminated as provided in this Section 25 and a portion of the Premises is taken by such public or quasi public authority: (i) Tenant shall pay Minimum Rent and Additional Rent up to the day possession is taken by such authority with appropriate refund by Landlord to Tenant of such rent as may have been paid in advance for a period subsequent to the date of taking of the Premises (ii) Landlord shall, at its sole expense, diligently proceed to make all necessary repairs or alterations to the Premises (including the base building structure, Landlord's Work and Tenant's Work, but not including Tenant's personal property, equipment or trade fixtures) and the Shopping Center so as to make both the Premises and the Shopping Center complete architectural and tenantable units, and (iii) Tenant shall be entitled to abatement of Minimum Rent and Additional Rent during such period the Premises are rendered untenable thereby. Landlord will not be required to incur costs for restoration after a partial taking by condemnation in excess of the condemnation proceeds received from the condemning authority (the "**Restoration Fund**"), but will cause the work to be performed: (i) in a manner that will restore improvements to complete architectural units, (ii) in condition appropriate for continuation of retailing activities and in compliance with building codes and other applicable legal requirements, (iii) substantially the same value and utility, as to the portion of the Shopping Center that Landlord is able to restore and that was not taken by the condemning authority, as immediately before the taking by condemnation, to the extent feasible (taking into consideration, among other matters, the area remaining after the taking, the size of the buildings that can be built or restored on the remaining land, and the Restoration Fund). All rental will resume upon the earlier of: (a) one hundred fifty (150) days after Landlord has finished its repair and restoration 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 (b) the day Tenant reopens or resumes full operation of its business in the Premises. The foregoing one hundred fifty (150) day period shall be extended by one (1) day for each day that Tenant is delayed in the performance of its restoration and repair work at the Premises by any matter described in Section 30.11 below.

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 (or lacking separate award, then that portion of any award to Landlord that can be allocable to) Tenant's leasehold improvements, relocation of Tenant's business and depreciation or damage to and cost of removal of Tenant's personal property, equipment and trade fixtures.

The provisions contained in this Section 25 shall apply in like way to any sale made under imminent threat of a taking under the power of eminent domain.

26. **DEFAULT.**

26.1 **Tenant's Default.** If Tenant defaults in the payment of Minimum Rent or any Additional Rent or other charge payable by Tenant and Tenant does not cure such default within ten (10) 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 the default within thirty (30) days after written notice is given to Tenant (or such longer period as may be necessary to cure such default so long as Tenant begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable) or if Tenant ceases to continuously conduct its business from the Premises in accordance with Section 7; 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. In addition to any other rights and remedies Landlord may have by law or otherwise (other than related to any right of acceleration of rent, which Landlord specifically waives), Landlord 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 then current 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 reasonable 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 reasonable 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 Chase Manhattan Bank as its base or prime rate from the date of such payment by Landlord shall be payable as Additional Rent to the Landlord 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.

26.2 Landlord's Default. In the event Landlord fails to perform its responsibilities pursuant to this Lease, Tenant's notice as to Landlord's nonperformance will be sent simultaneously to Landlord and any mortgagee of Landlord which has requested such notice. Landlord will be in default under this Lease if Landlord fails to cause such responsibilities to be fully performed within thirty (30) days (48 hours in the event of an emergency) after written notice by Tenant to Landlord specifying the nature of the default with reasonable particularity. If a non-emergency default is of such a nature that it cannot be remedied fully within the thirty (30) day period, this requirement shall be satisfied if Landlord begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Tenant shall not have the right to terminate this Lease as a result of Landlord's default. In the event of such default, Tenant shall have all remedies available under law for breach of contract, including (without limitation) the right of specific performance. In addition, Tenant may elect in its discretion to perform the required action or take corrective action reasonably required to cure the default if it pertains to the Premises, in which event Landlord shall reimburse Tenant for the reasonable out-of-pocket costs of such action, together with reasonable and necessary costs and disbursements and interest, on the same basis as described in Section 26.1, and such amounts may be deducted from one-half (1/2) of the Minimum Rent thereafter to become due under this Lease, after at least twenty (20) days' written notice to Landlord (and its mortgagee) as to the costs so incurred.

Any mortgagee of Landlord which has notified Tenant of its address in the manner provided for notices in this Lease will have the right to cure Landlord's defaults under this Section 26.2. The cure period will commence on notice to such mortgagee of the default and extend for a period ending twenty (20) days after the end of the time period for Landlord to cure a default. In this connection, any representative of the mortgagee or beneficiary shall have the right to enter upon the Premises for the purpose of curing Landlord's default.

27. **RIGHT OF ENTRY.** Landlord and Landlord's agents shall have the reasonable right after twenty-four (24) hours' prior notice to Tenant to enter the Premises at all reasonable times to examine the same, 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. In the event such entry and/or exercise of Landlord's rights under this Section 27 interferes with Tenant's business in the Premises and Tenant, in its reasonable opinion, is unable to conduct its business in all or a part of the Premises for more than forty-eight (48) hours as a result thereof, Tenant shall be entitled to abatement of Minimum 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 in accordance with this Section 27 and place upon the Premises the usual professionally prepared "to let" and "for rent" signs.

28. **SURRENDER OF PREMISES; HOLDOVER TENANCY.**

28.1 **Surrender of Premises by Tenant.** Subject to the provisions set forth in the following paragraph, 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 damage by casualty excepted. On or before such date, Tenant shall remove its stock in trade, furniture, equipment, trade fixtures and personal property from the Premises and Tenant shall pay the cost and expense to repair any damage caused by such removal. Any such property of Tenant not so removed shall be deemed abandoned by Tenant and shall become the property of the Landlord. If the Premises is not surrendered in the condition aforesaid, Tenant shall pay Landlord, upon demand, all costs incurred by Landlord in placing the Premises in such condition.

In order to prevent the inadvertent failure of Tenant to exercise any Extension Option provided for in this Agreement within the time frames called for herein, it is agreed that Landlord may not terminate this Lease until and unless Landlord notifies Tenant in writing and points out that the option to extend or to further extend, as the case may be, has not been exercised. Tenant's ability to elect the Extension Option, in each instance, shall continue for a period of fifteen (15) days after receipt of such notice from Landlord; but if Tenant does not during such period send notice of the exercise to Landlord, Tenant's Extension Option shall thereafter terminate. In the event Landlord fails to give Tenant the notice provided for in this paragraph prior to the expiration of the original term or of any renewal term, as the case may be, and if Tenant shall remain in possession of the Premises after the expiration of the then current term, then Tenant shall remain in possession as a tenant from month to month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month to month. If Landlord then gives Tenant such notice and Tenant exercises its option to extend then the effective date of such exercise shall be retroactive to the expiration date of the original term or the extension term, whichever is applicable.

28.2 **Holding Over.** In the event Tenant remains in possession of the Premises or any part thereof after termination of this Lease in accordance with Section 28, by lapse of time or otherwise, Tenant shall be deemed to be occupying the Premises as a tenant on a month-to-month basis (the "Hold Over Period") at a monthly rent equal to one and one-half (1½) times the last monthly installment of Minimum Rent payable during the Term of this Lease or any extension thereof, plus any applicable Additional Rent (the "Hold Over Payment"). If Landlord and Tenant are in good faith negotiation during the Hold Over Period, and an agreement is consummated between the parties to continue a Landlord/Tenant relationship, all rental payments under the new agreement ("New Rental Payments") shall be retroactive to the first day of the Hold Over Period. Any Hold Over Payments made by Tenant in excess of the New Rental Payments shall be a credit to the New Rental Payments first coming due, and any deficiency between the New Rental Payments and the Hold Over Payments made during the Hold Over Period shall be paid by Tenant to Landlord with the first New Rental Payments. All other conditions, provisions and obligations of this Lease shall remain the same and in full force and effect.

29. **WARRANTY OF 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 as of the date of this Lease: (i) Landlord has good and marketable title to the Shopping Center; (ii) the Shopping Center is not subject to the lien of any deed of trust, mortgage or other similar encumbering instrument, except Wells Fargo Bank, National Association; (iii) Landlord has the full and unencumbered power, right and authority to make this Lease for the Term hereof; and (iv) subject to the matters of record disclosed by the title report dated February 11, 1998, Order No. 8100026-X16, Landlord will put Tenant into complete and exclusive possession of the Premises free from all orders, restrictions, covenants, agreements, leases, easements, laws, codes, ordinances, regulations or decrees which would, in any way, prevent or inhibit the use of the Premises by Tenant as provided in Section 14 of this Lease, prevent or restrict the use of the access roads and passageways of the Shopping Center by Tenant, its agents, employees or invitees, or limit ingress and egress to and from Van Nuys Boulevard or Arminta Street, (v) to the best of Landlord's knowledge, the Shopping Center will, at the time of Notice of Tender by Landlord, be properly zoned for the operation of a buffet-style restaurant or cafeteria in the Premises by Tenant, (vi) to the best of Landlord's knowledge, the Shopping Center contains adequate parking facilities required by applicable codes or ordinances for the Shopping Center and the Premises as constructed and operated in accordance with the provisions of this Lease and Tenant's Plans, and (vii) to the best of Landlord's knowledge, as of the date of this Lease, the Shopping Center, including, but not limited to, the Premises, are in compliance with all applicable federal, state and local statutes, codes, ordinances and rules.

30. **GENERAL PROVISIONS.**

30.1 **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, assigns and sublessees of the parties.

30.2 **Rules and Regulations.** Tenant agrees to comply with and observe all the rules and regulations to the extent described on Exhibit D, if any, and all reasonable rules and regulations established by Landlord from time to time; provided all rules are applied in a nondiscriminatory manner against Tenant and are consistent with the provisions of this Lease, and Tenant is given ten (10) days written notice of any new rules and regulations.

30.3 **Extensions.** No extension of time, forbearance, neglect or waiver on the part of Landlord or Tenant, as the case may be, 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 or Tenant, as the case may be, nor shall any extension of time, forbearance, or waiver on the part of Landlord or Tenant, as the case may be, 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.

30.4 **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 Landlord provides Tenant written notice of such transfer(s), and Landlord's purchaser or grantee expressly assumes, in writing, all obligations and liabilities of Landlord from and after the date of such transfer; provided, however, Landlord shall continue to remain fully liable for all liability accrued prior to the date of such sale(s) or transfer(s). Landlord agrees to provide Tenant with written notice of any such transfer(s) no later than the effective date thereof.

30.5 **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, or by reputable nationally recognized overnight delivery service. Notices and demands to Tenant shall be addressed to it at its corporate offices, at 10260 Viking Drive, Eden Prairie, Minnesota 55344-7229, Attn: Real Estate Officer, with a copy to 10260 Viking Drive, Eden Prairie, Minnesota 55344-7229, Attention: General

Counsel. Tenant may change such addresses for notice purposes at any time by written notice to Landlord. Notices and demands to the Landlord shall be addressed to it at 2660 Townsgate Toad, Suite 250, Westlake Village, CA 91361, 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 second business day after its deposit, postage prepaid, in the U.S. Mail or with the overnight delivery service. Notwithstanding any of the foregoing, either party hereto may give the other party facsimile and telephone notice of emergency repairs.

30.6 **Cotenancy.** Notwithstanding anything in this Lease to the contrary, in the event during any period of the Term or any Extended Term more than forty percent (40%) of the as-built area of the Shopping Center, excluding the Parcel 14 and Parcel 19 occupants, shall cease regular and continuous operation of their respective leased premises for retail purposes (a "**Cotenancy Period**") and Tenant's Gross Sales decrease by ten percent (10%) over the succeeding six (6) month period, then in either such event, Tenant, at its option exercised by delivering written notice to Landlord, shall be entitled to abatement of Minimum Rent during such Cotenancy Period, and in lieu thereof Tenant shall pay to Landlord as a monthly gross rental for the Premises three percent (3%) of any Gross Sales (defined in Section 14.3) during such Cotenancy Period ("**Gross Rental**"). Tenant shall pay any Gross Rental to Landlord monthly, on or before the fifteenth (15th) day of the month following each calendar month, or part thereof, occurring during a Cotenancy Period. Tenant shall deliver to Landlord a statement of Gross Sales with respect to any Cotenancy Period. If any Cotenancy Period occurs all or in part within a particular Lease Year(s), and Tenant elects to pay Gross Rental with respect to such Cotenancy Period, the portions of such Lease Year(s), if any, not occurring within such Cotenancy Period shall be treated as a Partial Lease Year(s) for purposes of calculating Minimum Rent. Any right of setoff, abatement or deduction in favor of Tenant with respect to Minimum Rent as provided in this Lease shall similarly apply to any Gross Rental payable by Tenant. At any time after one (1) full year of any Cotenancy Period, Landlord shall provide Tenant with a written demand that Tenant recommence paying Minimum Rent pursuant to Section 6 of this Lease. Within thirty (30) days of receiving such demand, Tenant shall either terminate this Lease or recommence paying Minimum Rent. In the event Landlord fails to provide Tenant with the aforementioned written demand, if any Cotenancy Period exceeds more than one (1) year in length, Tenant shall have the right to terminate this Lease without further liability to Tenant, by delivering written notice to Landlord within six (6) months after the conclusion of such one (1) year period.

30.7 **Investment Tax Credit.** Tenant shall be entitled to any investment tax credits under federal, state or local law with respect to Tenant's Work constructed and paid for by Tenant.

30.8 **Entire Agreement.** This Lease and the exhibits, schedules and riders, 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.

30.9 **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.

30.10 **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.

30.11 **"Force Majeure" 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 acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts (or failure to act) of government (provided timely application and diligent prosecution for such governmental action, if required was undertaken by the delayed party) or other reason of like nature not the fault of, or within the control of, the party delayed in performing work or doing acts required under the terms of this Lease, excluding financial inability (collectively referred to as "**force majeure**" delays), 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 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 for more than one hundred twenty (120) days.

30.12 **Waiver.** The waiver of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

30.13 **Joint Obligation.** If there is hereafter more than one party liable as Tenant, the obligations hereunder imposed shall be joint and several.

30.14 **Time of the Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

30.15 **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Minimum Rent and Additional 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.

30.16 **Due Date.** If the due date by which any amount payable by one party hereto to the other is not specifically stated herein, the amount shall be due and payable within thirty (30) days following request therefor or, if necessary, the rendering by the requesting party to the other party of the statement therefor.

30.17 **Late Charge.** If Tenant shall fail to pay, within five (5) days after receipt of written notice of nonpayment, any Minimum Rent or any Additional Rent due under this Lease, then Tenant shall pay to Landlord as a late charge and in consideration of the additional costs incurred by Landlord and the additional record keeping required to be performed by Landlord, the sum One Hundred and No/100 Dollars (\$100.00), although such late charge shall not be payable by Tenant in the first two (2) instances of late payment in any one (1) calendar year.

30.18 **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity, except to the extent specifically waived or modified by this Lease.

30.19 **Applicable Law and Construction.** This Lease shall be governed by and construed in accordance with the laws of the State of California. 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.

30.20 **Decision Making by Parties.** Wherever a party's consent, approval, decision or determination is required under this Lease, such consent or approval shall be given or decision or determination shall be made promptly, in writing and in a commercially reasonable manner. No change in rent, the rights of the parties or the economic terms of this Lease shall be required as a condition to granting of consent. Any denial of consent will include in reasonable detail the reason for denial or aspect of the request that was not acceptable.

30.21 **Attorneys' Fees.** In the event of any action or proceeding by either party against the other under this Lease, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees.

30.22 **Use Permitted.** Landlord covenants that Tenant's use of the Premises as a restaurant does not violate the REA (as defined in Section 1 above) or Landlord's other leases or agreements which are binding on Landlord or the Shopping Center, and Landlord agrees to defend, indemnify and hold Tenant harmless from any claims, loss or damage sustained by Tenant as a result of Landlord's breach of the foregoing covenant or associated with claims by parties pursuant to said REA or leases that Tenant's use consistent with this Lease is not permitted.

30.23 **Equipment Financing.** As a condition precedent to any Equipment Financing, said Equipment Lender must agree in writing to Landlord to repair any damage caused to the Premises by virtue of its removal of the Equipment. Notwithstanding any other provision of this Lease, Tenant will have the right to lease or mortgage, pledge and encumber its trade fixtures, equipment and personal property (for this purpose, collectively, the "**Equipment**") from time to time (the "**Equipment Financing**") with a leasing company or through an institutional lender (collectively, an "**Equipment Lender**"). Landlord further agrees that the Equipment shall remain personal property, notwithstanding the manner or mode of the attachment to the Premises. Landlord recognizes and acknowledges that any claims that Equipment Lender now has or may hereafter have against the Equipment by virtue of the equipment lease or financing documents, are superior to any lien or claim of any nature which Landlord now has or may hereafter have to the Equipment by statute, agreement or otherwise. In the event of default by Tenant in the payment of any amount to the Equipment Lender, or in the performance of any of the other terms and conditions of the equipment lease or financing documents, or extensions or renewals thereof, the Equipment Lender or its assigns may remove such Equipment or any part thereof from the Premises. Landlord will make no claim whatsoever to any Equipment covered by any equipment lease or financing documents. The Equipment Lender may, without affecting the validity of this waiver, extend the terms of payment of any rental or other sum or the performance of any of the other terms or conditions of the equipment lease or financing documents, without the consent of Landlord and without giving notice to Landlord. This waiver shall inure to the benefit of the successors and assigns of the Equipment Lender and shall be binding upon the heirs, personal representatives, successors and assigns of Landlord. Landlord will execute, not later than 10 days after receipt of a written request, any consent, easement, Landlord's waiver of lien rights, acknowledgment, estoppel certificate or other document required by the Equipment Lender in order to carry out the intent of this paragraph (the "**Equipment Documents**").

30.24 **Authority.** Each individual executing this Lease on behalf of their respective party represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of such party, and that this Lease is binding upon such party.

30.25 **Financial or Sales Information.** Any financial statements required to be supplied herein and all gross sales reports related to the Premises shall be held in confidence by the party receiving the same and will be utilized solely for purposes of this Lease, but may be provided in confidence by Landlord to any potential (or actual) mortgagee of the Shopping Center, to Landlord's attorneys, accountants and professional advisers, and to any potential (or actual) purchaser of the Shopping Center or any authority having subpoena power.

30.26 **Reasonable Efforts to Mitigate.** In the event of default by a party under this Lease, the other party shall use reasonable efforts to mitigate its damages.

30.27 **Trash Dumpster.** Tenant will be permitted to maintain a trash dumpster (30 x 16) outside of the Premises for Tenant's own use, at a location selected by Tenant and reasonably approved by Landlord if not otherwise shown in green on the site plan attached hereto as Exhibit A. Tenant will not be required to pay any rent or other charges for the area used by its trash dumpster.

30.28 **Coin-Operated Devices.** Notwithstanding any other provision of the Lease, Tenant may maintain within the interior of the Premises pay telephone(s) or vending machines; provided, however, Tenant may not maintain coin-operated amusement devices.

30.29 **Indemnification.** The provisions of this Lease concerning indemnification are subject to the following conditions: (i) the party seeking indemnification (the "**Indemnified Party**") will promptly notify the indemnifying party (the "**Indemnitor**") in writing as soon as the Indemnified Party becomes aware of the injury, action, event, claim or demand giving rise to the obligation to indemnify; (ii) the Indemnified Party will take no steps (such as admission of liability) which will operate to bar Indemnitor from obtaining any protection afforded by any policies of insurance it may hold or which operate to prejudice the defense in any such legal proceedings or otherwise prevent Indemnitor from protecting itself against such claim, action, demand, or legal proceeding. Indemnitor shall have the sole and exclusive right to conduct the response to or defense of any such claim, action, demand, or legal proceeding; and (iii) the parties will reasonably cooperate (at Indemnitor's expense) in responding to any claim, action, demand or legal proceeding covered by the Indemnity.

30.30 **Disclaimer.** No provision of the Lease will be construed as a limitation on Tenant's right to conduct business in other locations. There will be no express or implied radius restriction.

30.31 **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 and delivery by Landlord and Tenant.

30.32 **Broker's Commission.** Each of the parties represents and warrants that there are no claims for brokerage commissions or finders fees in connection with the execution of this Lease with the exception of Irwin Hyman, Capital Commercial Real Estate, whose commission shall be paid by Landlord as outlined under a separate agreement, and each of Landlord and Tenant indemnify the other against and hold it harmless from all liabilities arising from any such claim made through the indemnifying party.

30.33 **Recording.** Tenant shall not record this Lease without the prior written consent of Landlord; provided, however, upon the occurrence of the Commencement Date, or at the request of either Landlord or Tenant (return delivery within thirty (30) days after request), the parties shall join in the execution of and record a memorandum or so-called short form of this Lease, in the form attached hereto as Exhibit E. All costs incurred in connection with recording said short form lease shall be paid by the party requesting recording.

30.34 **Authorship.** This Agreement is a jointly negotiated work product and authorship shall not be ascribed to any particular party.

30.35 **Third-Parties.** Nothing in this Lease, expressed or implied, is intended to confer on any person, other than the parties or their respective heirs, executors, administrators, successors, assigns and sublessees, any rights or remedies by reason of this Lease and in no event shall any third-party be deemed a third-party beneficiary hereunder.

30.36 **Exculpation.** Tenant shall look solely to Landlord's interest in the Premises and the Shopping Center, any rents, insurance recoveries and proceeds related thereto, and the proceeds from the sale of the Shopping Center for the satisfaction of any judgment or decree requiring the payment of money by Landlord based upon any default under this Lease, 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 judgment or decree.

30.37 **Severability.** It is agreed that, if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

30.38 **Right to Lease.** Except to the extent limited by the REA and the provisions of this Lease, Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord in the exercise of its sole business judgment shall determine.

30.39 **No Offer to Lease.** The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, occupancy of the Premises; and this document shall become effective and binding only upon execution and delivery hereof by Tenant and by Landlord (or, when duly authorized, by Landlord's leasing agent or employee). No act or omission of any leasing agent of Landlord or Tenant, if any, shall alter, change or modify any of the provisions hereof.

30.40 **No Discrimination.** Tenant covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color creed, sex, religion marital status, ancestry or national origin in the leasing, subleasing, transferring, use or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises.

31. **HAZARDOUS MATERIALS.**

31.1 **Representations by Landlord.** Landlord represents and warrants that: (i) the Premises are not presently used for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Materials; (ii) there are no present investigations, administrative proceedings, notices of violation or other civil or criminal action threatened or pending alleging noncompliance with or violation of any statutes, regulations or ordinances relating to any environmental permits, release or discharge of any Hazardous Materials and Landlord has complied with all applicable governmental regulations including but not limited to obtaining all necessary licenses, completing in a timely fashion all necessary reporting and filing requirements, and satisfying financial responsibility and related obligations with respect thereto, all to the extent applicable; (iii) there are not now any aboveground or underground storage tanks located on or under the Shopping Center; and (iv) upon Landlord's tender of possession of the Premises to Tenant, the Premises or any adjoining area that Tenant must access (if any) to perform Tenant's Work shall be free from all Hazardous Materials.

Landlord represents and warrants that all remediation required by law with respect to the Shopping Center has been performed in compliance therewith and completed.

31.2 **Indemnity by Landlord.** Landlord further covenants that it will not in the future, install, use, generate or dispose of or allow any other tenant of the Shopping Center or any third party to install, use, generate or dispose of on or about the Shopping Center any Hazardous Materials, except for immaterial quantities of Hazardous Materials customarily used in the construction, maintenance or operation of like properties which have been and should be used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Landlord hereby agrees to protect, defend, indemnify and hold Tenant harmless from and against all claims, liabilities, penalties, costs, fines, damages and expenses, including, but not limited to, any loss Tenant may incur in the event Tenant is not reasonably able to operate its business in the Premises in connection with any remediation by Landlord at the Shopping Center, costs and expenses which Tenant is obligated to incur to correct or remedy the situation, the costs of defending civil enforcement actions, the costs of participating in regulatory proceedings, or any other civil or administrative action, including without limitation, attorneys' and expert fees and disbursements, directly or indirectly incurred by Tenant arising out of: (i) the presence of any Hazardous Materials in or about the Premises or the Shopping Center (except those which are stored, used, generated, installed or disposed of by Tenant), or (ii)

the inaccuracy of any representation, covenant, or warranty by Landlord in this Section 31. Landlord and Tenant agree that it is their intention that Tenant shall have no liability or responsibility for damage or injury to human health, economic losses or damage to the environment or natural resources caused by, or otherwise relating to Hazardous Materials located on or at the Premises or the Shopping Center which were not stored, used, generated, installed or disposed of by Tenant and the remediation of such Hazardous Materials shall be assumed by Landlord at Landlord's sole expense.

31.3 **Indemnity by Tenant.** Tenant covenants that it shall not install, use, generate, store or dispose of, in or about the Premises or the Shopping Center any Hazardous Materials, except for immaterial quantities of Hazardous Materials customarily used in the construction, maintenance or operation of restaurants all of which shall be used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, penalties, fines, costs, damages and expenses, including but not limited to, costs and expenses which Landlord is obligated to incur to correct or remedy the situation, the costs of defending civil enforcement actions, the costs of participating in regulatory proceedings, or any other civil or administrative action, including without limitation, attorneys' and expert fees and disbursements, arising out of Tenant's installation, use, generation, storage or disposal of any Hazardous Materials in or about the Premises or the Shopping Center.

31.4 **Survival of Obligations.** The representations, warranties and indemnifications set forth in this Section 31 shall survive the expiration or earlier termination of this Lease.

31.5 **Definitions of "Hazardous Materials" and Related Terms.** The term "**Hazardous Materials**" shall mean: (a) polychlorinated biphenyls ("**PCBs**") or "PCB items" (as defined in 40 C.F.R. Sec. 761.3) or any equipment which contains PCB's; (b) any asbestos or asbestos-containing materials; (c) stored, leaked or spilled petroleum products; or (d) any other chemical, material or substance (i) which is regulated as a "toxic substance" (as defined by the Toxic Substance Control Act, 15 U.S.C. Sec. 2601 et seq., as amended), (ii) which is a "hazardous waste" (as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., as amended), (iii) which is a "hazardous substance" (as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), 42 U.S.C. Sec. 9601 et seq., as amended), or (iv) exposure to which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental statute, regulation, ordinance or authority of which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of or invitees to the Premises, or the owners, tenants or occupants of the Shopping Center or the property adjacent to the Shopping Center.

(remainder of page left intentionally blank)

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

See attached

LANDLORD:

S & V VAN NUYS ASSOCIATES, LLC,
a Delaware limited liability company

Witness

By

Print

Its

TENANT:

OCB REALTY CO.,
a Minnesota corporation

Witness


By

Print: Roe H. Hatlen

Its: Chief Executive Officer


LANDLORD:

S&V VAN NUYS ASSOCIATES, LLC
A Delaware limited liability company



Witness

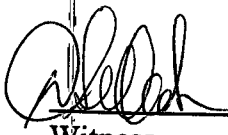
By: DFS Plant Associates, LLC
Its Managing Member

By: 


Daniel F. Selleck, Managing Member

By: Voit Van Nuys Partners, LLC,
a California corporation
Its Managing Member

By: Voit Development Co., Inc.
a California corporation
Its Managing Member



Witness

By: 

Robert D. Voit, President

REVISIONS	
△	△
△	△
△	△
△	△
△	△
△	△

SUMMARY (RETAIL and THEATER)
LAND: 36.80 ACRES - 1559,381 SF.
BUILDING AREA: 370,138 SF.
LAND / BUILDING: 3.11 / 1
PARKING PROVIDED: 2,377 STALLS
PARKING RATIO: 6.27 / 1000

PARCEL 13 - 27.020 S.F.
PARCEL 17 - 20.440 S.F.
PARCEL 20 - 12.000 S.F.
PARCEL 21 - 18.000 S.F.
PARCEL 22 - 5.000 S.F.
PARCEL 26 - 9.000 S.F.

RELATIONS, SOCIOPOLITICAL DEVELOPMENTS, DEPENDENCY AND AREAS SHOWN ARE PRELIMINARY AND ARE SUBJECT TO VERIFICATION AND MODIFICATION AT ANY TIME.

EXHIBIT A
SITE PLAN

PROTECTED PARKING AREA

PREMISES

TENANT'S DUMPSTER AREA

ARMINTA STREET

CONFIDENTIAL SOURCE

EXHIBIT B

LEGAL DESCRIPTION OF SHOPPING CENTER

Being a portion of Lot "A" of the Los Angeles Farming and Milling Company in the City of Los Angeles, County of Los Angeles, State of California as shown on the map recorded in Book 4232, Page 125 of Deeds, in the office of the County Recorder of said County and a portion of Lot 31 of Tract No. 13065, in the City of Los Angeles, County of Los Angeles, State of California per map filed in Book 367, pages 45 through 47 inclusive of Maps in the office of the County Recorder of said County, described as follows:

Beginning at the point of intersection of a line that is parallel with and distant easterly 10.00 feet, measured at right angles from the easterly line of the Pacific Electric Railway Company's right of way, as described in the deed recorded in Book 5269, pages 1 to 3 of Deeds, in the office of said recorder, with the northeasterly line of the Southern Pacific Railroad Company's right of way, as described in deed recorded in Book 1634, page 94 of Deeds, in the office of said recorder; thence North 00°01'10" East 1654.19 feet along said parallel line; thence leaving said line South 89°58'44" East 260.10 feet to the southwest corner of Tract No. 15876, in said City, County and State, filed in Book 339 pages 14 through 19 inclusive of maps and the **TRUE POINT OF BEGINNING**; thence South 89°58'44" East 1205.67 feet along the south line of said Tract No. 15876; thence leaving said line South 0°01'12" West 724.94 feet; thence North 89°58'48" West 349.00 feet; thence South 0°01'12" West 499.91 feet; thence North 89°58'48" West 637.39 feet to the beginning of a tangent curve northeasterly having a radius of 158.00 feet; thence northeasterly 150.57 feet along said curve through a central angle of 54°36'04" to the beginning of a reverse curve concave southwesterly and having a radius of 293.00 feet; thence northeasterly and northerly 284.77 feet along said curve through a central angle 54°36'07"; thence North 89°58'50" West 69.29 feet; thence North 0°01'10" East 2.00 feet; thence North 44°58'50" West 28.91 feet; thence North 0°01'10" East 215.77 feet; thence North 45°01'10" East 25.46 feet; thence North 0°01'10" East 55.00 feet; thence North 44°58'50" West 25.46 feet; thence North 0°01'10" East 233.00 feet; thence North 45°01'10" East 25.46 feet; thence North 0°01'10" East 74.00 feet; thence North 44°58'50" West 25.46 feet; thence North 0°01'10" East 224.80 feet; thence North 45°01'10" East 25.46 feet; thence North 0°01'10" East 55.00 feet; thence North 44°58'50" West 25.46 feet; thence North 0°01'10" East 141.13 feet; thence North 45°00'31" East 22.63 feet to the south line of Lorne Street, 60 feet wide, as shown on said Tract No. 13065; thence North 89°59'51" East 222.05 feet along said line to the west lone of said Tract No. 15876; thence South 0°00'09" East 110.10 feet to the **TRUE POINT OF BEGINNING**.

EXHIBIT C

LANDLORD'S WORK AND TENANT'S WORK

1. **Landlord's Plans.** Prior to Lease execution, Landlord shall deliver to Tenant the most recent title report/policy relating to the Shopping Center, including all documents listed as exceptions thereto. In addition, prior to Landlord's tender of possession of the Premises to Tenant, a current certification that the Premises are free of any asbestos containing materials.
2. **Landlord's Work.** With the exception of the removal of any Hazardous Materials that may be present in the Premises, Landlord shall not be required to perform any construction work in the Premises to prepare the Premises for Tenant's occupancy. However, Landlord shall warrant the availability to the Premises of utilities as outlined on the attached Schedule #1 (Standard Landlord Supplied Site Specifications) (also referred to as "**Landlord's Work**").
3. **Tenant's Plans.** Upon mutual execution of this Lease and satisfaction of any contingencies that may be set forth herein, Tenant will proceed promptly, but in no event longer than thirty (30) days) to have its architect draw up plans for and pursue required governmental permits for Tenant's Work. Tenant will prepare and deliver to Landlord, for its review and approval, one (1) set of fully dimensioned scale working drawings, prepared by a licensed architect, including types of materials and colors, interior partitions, ceiling plan, roof plan, if applicable, plumbing fixtures, and electrical plans prepared by a licensed electrical engineer setting forth all electric requirements of Tenant (collectively referred to as ("**Plans**"). Landlord shall have fifteen (15) days after receipt of such final drawings to provide its comments thereto. If Landlord has not notified Tenant in writing of its approval or disapproval within the time periods stated above, the Plans shall be conclusively deemed approved by Landlord. If Landlord disapproves such Plans, Tenant shall promptly revise and resubmit such Plans to Landlord, correcting or altering such disapproved items. Upon mutual approval of the Plans, Tenant shall submit the Plans to the City/County for governmental approval.

Landlord acknowledges and approves an architecturally prominent storefront of the Premises which shall generally conform to the elevation plan attached hereto as Exhibit H. Tenant shall not be required to submit Plans to Landlord until such time as Landlord has executed a Non-Disclosure Agreement in favor of Tenant in the form attached hereto as Exhibit F.
4. **Tenant's Work.** Tenant will perform all work required to construct the restaurant within the Premises (pursuant to plans and specifications to be approved by Landlord pursuant to this Lease), after Landlord delivers the Premises to Tenant. Tenant will obtain any permits required for such work, will diligently pursue it to completion in a good and workmanlike manner, and will promptly notify Landlord as to any problem in construction schedule. When Tenant's Work is completed, the parties will conduct a walkthrough of the Premises to confirm that they are in the condition required by this Lease or to identify "punch list" items to be corrected by Tenant.
5. **Tenant's Sign Specifications.** Tenant will have the right, at its sole cost, to install signs on the Premises, on the monument sign for the Shopping Center with tenant identification signage, as set forth in Section 16 of the Lease and as shown on the drawings attached hereto.
6. **Tenant Allowance.** As a contribution to Tenant's Work, Landlord shall pay to Tenant a construction allowance of Six Hundred Thousand and No/100 Dollars (\$600,000.00). Landlord shall pay such allowance to Tenant within thirty days after: (i) Tenant's written request therefor, (ii) Tenant's opening for business to the public, and (iii) delivery by Tenant to Landlord with an affidavit and indemnity in the form attached hereto as Exhibit J. Failure by the Landlord to pay any installment of the allowance when due shall constitute a default of Landlord under this Lease. In addition to any remedies available to Tenant under this Agreement or at law or equity as a result of Landlord's default, Tenant may: (a) charge Landlord interest on the overdue amount from the date such installment

is due on all delinquent installments at the lesser of (i) the highest rate allowed by law or (ii) a rate of two percent (2%) over the rate then announced by Chase Manhattan Bank as its base or prime rate per annum; and (b) set off any delinquency and applicable interest against one hundred percent (100%) of the Minimum Rent and/or Additional Rent payments first coming due under this Lease until such delinquency is fully repaid.

7. **Lien Claims; Right to Contest.** Tenant agrees that it will pay, or cause to be paid, all costs for work done by Tenant or caused to be done by Tenant on the Premises and that it will keep the Premises and the Shopping Center free and clear of all mechanics' liens and other liens for or arising from work done by or for Tenant or for persons claiming under it. In the event a lien is filed against the Premises or Shopping Center by reason of Tenant's Work or any alteration, addition or repair to the Premises made by or at the order of Tenant, Tenant shall be allowed to contest such lien; provided, however, Tenant shall cause such lien to be bonded within thirty (30) days after such lien is filed 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 relating to or arising out of such work, alteration, addition or repair. In the event Tenant fails to remove such lien within thirty (30) days written notice from Landlord, Landlord may elect to pay for said lien and Tenant agrees to reimburse any amount paid by Landlord to remove said lien within fifteen (15) days after notice that said lien has been removed.

8. **Certain Construction-Related Provisions.** So long as Tenant has a net worth of \$50,000,000 or greater, the following will apply:

(a) **Right to Construction Manage; Bonding and Surety Obligations of Tenant.** Notwithstanding the foregoing and other provisions of this Lease and attached exhibits, Tenant may construction manage the work and need not employ a general contractor, and there will be no bonding requirements imposed by this Lease on work to be performed by Landlord or Tenant. However, for purposes of this Lease, as to any unbonded work by Tenant, Tenant will be the surety to Landlord with respect to the work and cause it to be promptly performed and completed, lien-free and in a good and workmanlike manner.

(b) **Documentation Concerning Contractor and Subcontractors.** References in this Lease to documentation required of Tenant with respect to contractors and subcontractors and suppliers will mean Tenant's general contractor, if there is one, and Major Contractors. As used in this Lease, a "**Major Contractor**" is a contractor or supplier having a statutory right to claim a construction, mechanic's or materialman's lien under State law whose contract equals or exceeds fifteen percent (15%) of the total construction budget for Tenant's Work.

(c) **Time Periods for Tenant's Work.** Notwithstanding any provision of this Lease concerning any time period for Tenant to commence or complete Tenant's Work (including, without limitation, any provision concerning commencement of rental obligations that is related to the time period for the completion of Tenant's Work), any such time period(s) will be extended by any "force majeure" events (as such term is defined in Section 30.11 of the Lease) or by any delays by Landlord in providing any approvals required hereunder (it being understood that Tenant may, but is not required to, accept and rely on any "deemed approved" provisions of this Lease for any failure by Landlord to respond within a stated time period, and/or Tenant may at its option require written confirmation of such approval, and delays by Landlord in providing such written confirmation of approval will extend Tenant's time periods for Tenant's Work and commencement of rent) provided Tenant claims such delays in writing to Landlord within ten (10) days after Tenant is made aware of their accrual.

9. **Contingency.** As to Tenant's obtaining of the Permits and performing Landlord's Work, the parties will diligently pursue the respective actions in accordance with the terms of this Lease, will keep each other informed of the status of such matters and will notify the other party at such times as the party obtains (or is denied) such possession and such Permits. Notwithstanding the nature of the delaying cause (including force majeure delays), in the event that such Permits have not been obtained prior to **December 31, 1999**, then either party may elect to cancel this Lease upon written notice to the other, in which event Tenant will be refunded any rent payment or deposit previously made, and both parties will have no further obligation to the other pursuant to this Lease. If at any time

prior to such date either party determines that the condition relating to such possession and/or Permits cannot be satisfied, the party shall give the other party notice thereof, specifying in reasonable detail the condition(s) that cannot be satisfied, and Tenant or Landlord may elect to terminate this Lease.

10. **Environmental Reports** Landlord will provide a copy to Tenant of any environmental assessments or investigatory reports in Landlord's possession concerning hazardous materials in the Premises or Shopping Center.

11. **Civil Rights Requirement**. Tenant agrees to cooperate with the Civil Rights requirements of the City of Los Angeles in connection with the grant received from the Economic Development Administration ("EDA"), including, without limitation, the requirement that Tenant complete and comply with the terms of the EDA forms attached hereto as Exhibit I.

EXHIBIT D

RULES AND REGULATIONS

(None)

EXHIBIT F

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made and entered into this ____ day of April, 1998 by and between OCB REALTY CO., a Minnesota corporation (the "Tenant"), and S & V VAN NUYS ASSOCIATES, LLC., a Delaware limited liability company, (the "Landlord").

WHEREAS, the purpose of this Agreement is to set forth terms and conditions under which the Tenant may disclose to Landlord certain information that is confidential and proprietary to the Tenant for the purpose of furthering the business relationship between the Tenant and the Landlord.

NOW THEREFORE, the Tenant and the Landlord hereby agree as follows:

I. **Confidential Information.** "Confidential Information" of the Tenant means any information which is not made generally available to others by the Tenant. Confidential Information may be oral or written, or recorded on electronic or other storage media. Confidential Information may include (but is not limited to) sales and profitability information, methods, processes, procedures, techniques, recipes, formulas, floorplans, designs, drawings, blueprints, computer programs, know-how, specifications, new product and service ideas, product development plans, marketing plans, strategies, and identities of other suppliers, vendors or contractors with which the Tenant deals. However, Confidential Information shall not include information which the Landlord can demonstrate by means of prior written records or other clear and convincing circumstances (a) was or becomes generally available to the public other than as a result of a disclosure by Landlord or by its directors, officers, or lenders (collectively, the "Landlord Representatives"), or (b) was or becomes known to the Landlord on a nonconfidential basis from a source other than the Tenant, provided that such source (and if applicable, its sources) is not bound by a confidentiality agreement with the Tenant.

II. **Confidentiality.** The Landlord agrees, at all times during and after the existence of the commercial relationship between the Tenant and the Landlord, to protect and hold the Confidential Information strictly secret and confidential, to use such Confidential Information only for the purpose(s) for which it is disclosed, and not to directly or indirectly disclose, publish, reproduce or use (or cause or permit the disclosure, publication, reproduction or use of) such Confidential Information for any other purpose. The Landlord will disclose the Confidential Information only to such of the Landlord's Representatives as need to know such Confidential Information for the Landlord to carry out the activities and purposes for which it was disclosed by the Tenant.

III. **Return of Confidential Information.** At such time as the Landlord no longer needs to retain such Confidential Information to carry out the purposes and activities for which it was disclosed, the Landlord will promptly return to the Tenant or destroy all tangible material containing or reflecting such Confidential Information and will not retain any copies, extracts, summaries or other reproductions in whole or in part of such tangible material, and such return/destruction shall be certified in writing to the Tenant.

IV. **Successors and Assigns.** This Agreement shall be binding upon the parties, the Representatives of the Landlord, and each party's and Representative's respective heirs, successors and assigns. The Landlord shall take reasonable precautions to ensure that its Representatives comply with the provisions of this Agreement, and shall indemnify and hold harmless the Tenant against any breaches hereof by its Representatives. The Landlord agrees to identify, upon request, all persons to whom any Confidential Information may have been disclosed.

V. **Severability; Remedies.** If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had not been contained herein. The Landlord acknowledges that the Tenant may not have an adequate

remedy at law in the event of any unauthorized use or disclosure of Confidential Information by the Landlord or its Representatives, and that the Tenant shall therefore be entitled, in addition to any other remedies that may be available, to injunctive and/or other equitable relief to prevent or remedy any such unauthorized use or disclosure.

VI. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

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

LANDLORD:

S & V VAN NUYS ASSOCIATES, LLC,
a Delaware limited liability company

By _____
Print _____
Its _____

Witness

TENANT:

OCB REALTY CO.,
a Minnesota corporation

By _____
Print: Roe H. Hatlen
Its: Chief Executive Officer

Witness

EXHIBIT G

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT; ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement") is made as of _____, 1998 by and between S & V VAN NUYS ASSOCIATES, L.L.C., a Delaware limited liability company ("Owner"), OCB REALTY CO., a Minnesota corporation ("Lessee"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender"), individually and as agent for the holders of the Notes (defined below).

RECITALS

- A. Pursuant to the terms and provisions of a lease dated April ____, 1998 (the "Lease"), Owner has leased to Lessee certain premises at the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "Property").
- B. Owner has executed, or proposes to execute, an amended and restated deed of trust with absolute assignment of leases and rents, security agreement and fixture filing ("Mortgage") securing, among other things, an amended and restated promissory note ("Note") in the principal sum of _____ (\$_____) in favor of Lender, which Note is payable with interest and upon the terms and conditions described therein ("Loan").
- C. As a condition to making the Loan secured by the Mortgage, Lender requires that the Mortgage be unconditionally and at all times remain a lien on the Property, prior and superior to Lessee's interest under the Lease and that the Lessee specifically and unconditionally subordinate the Lease to the lien of the Mortgage.
- D. Owner and Lessee have agreed to the subordination, attornment, non-disturbance and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration, Owner and Lessee hereby agree for the benefit of Lender as follows:

- 1. **SUBORDINATION.** Owner and Lessee hereby agree that:
 - 1.1 **Prior Lien.** The Mortgage securing the Note, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
 - 1.2 **Subordination.** Lender would not make the Loan without this agreement to subordinate; and

AND FURTHER, Lessee individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Note, the Mortgage or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part;

- 1.5 **Waiver, Relinquishment and Subordination.** Lessee intentionally and unconditionally waives, relinquishes and subordinates all of Lessee's right, title and interest in and to the Property to the lien of the Mortgage.
2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Owner in favor of Lender.
3. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times as the Mortgage is in effect:
- 3.1 **Modification, Termination and Cancellation.** Lessee will not consent to any modification or amendment of the Lease after the date of this Agreement (in whole or in part) without Lender's prior written consent, which consent shall not be unreasonably withheld or delayed, and will not make any payment to Owner in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent, except as provided in the Lease;
- 3.2 **Notice of Default.** Lessee will notify Lender in writing concurrently with any notice given to Owner of any default by Owner under the Lease, and Lessee agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Lessee will not declare a default of the Lease, as to Lender, if Lender cures such default within thirty (30) days from and after the expiration of the time period provided in the Lease for the cure thereof by Owner; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence; provided, however, in no event shall such cure period exceed sixty (60) days;
- 3.3 **No Advance Rents.** Lessee will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and
- 3.4 **Assignment of Rents.** Upon receipt by Lessee of written notice from Lender directing the payment of rents by Lessee to Lender, Lessee shall comply with such direction to pay and shall not be required to determine whether Owner is in default under the Loan and/or the Mortgage. Owner and Lender further agree that any such payments shall be credited by both Lender and Owner against Tenant's rental and other obligations under the Lease, regardless of whether Lender had the right to make such demand and regardless of any contrary demands which may be made by Owner.
4. **ATTORNMEN****T.** Lessee agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Owner's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Mortgage) as follows:
- 4.1 **Payment of Rent.** If so directed by Lender, Lessee shall pay to Lender all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the term of the Lease;
- 4.2 **Continuation of Performance.** Lessee shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof and any extension or renewal thereof as may be elected by Lessee, and Lessee hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Owner's interest in the Lease and giving written notice thereof to Lessee;
- 4.3 **No Offset.** Lender shall not be monetarily liable for any consequential damages arising from any act or omission of Owner, nor subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Owner under the Lease (except as provided in the Lease), nor for the return

of any sums which Lessee may have paid to Owner under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Owner to Lender; and

- 4.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Owner under the Lease, should become obligated to perform the covenants of Owner thereunder, then, upon any further transfer of Owner's interest by Lender, all of such obligations shall terminate as to Lender provided the transferee assumes all of Owner's obligations under the Lease.

5. **NON-DISTURBANCE.** In the event of a foreclosure under the Mortgage, so long as there shall then exist no breach, default, or event of default on the part of Lessee under the Lease, beyond any applicable cure period provided in the Lease, Lender agrees for itself and its successors and assigns that Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be terminated, cancelled or in any way disturbed, diminished or interfered with by the Lender during the term of this Lease and any extension or renewal thereof, whether or not the Mortgage is in default and whether or not Lender acquires Landlord's interest in the Lease by foreclosure or deed in lieu of foreclosure, or otherwise, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease; provided, however, that Lessee and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender: any option to purchase with respect to the Property; any right of first refusal with respect to the Property.

6. **MISCELLANEOUS.**

- 6.1 **Heirs, Successors, Assigns and Transferees.** The covenants herein shall be binding upon, and inure to the benefit of, the successors, assigns and sublessees of the parties hereto; and
- 6.2 **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed served upon delivery or, if mailed, upon the first to occur of receipt or the expiration of four (4) business days after deposit in United States Postal Service, certified mail, postage prepaid and addressed to the address of Owner or Lender appearing below.

"OWNER"

S & V VAN NUYS ASSOCIATES, L.L.C.,
a Delaware limited liability company
2260 Townsgate Road, Suite 250
Westlake Village, CA 91361
Attn: Mr. Dan Selleck

"LESSEE"

OCB REALTY CO
10260 Viking Drive
Eden Prairie, MN 55344
Attn: Real Estate Officer

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION
Real Estate Group (AU #2924)
333 South Grand Avenue, 12th Floor
Los Angeles, CA 90071
Attn: Monique Seiwel
Loan No. 1960ZL

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement; and

- 6.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument; and

6.4 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Owner under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Owner or others; and

6.5 **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.

7. **INCORPORATION.** Exhibit A is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"OWNER"

S & V VAN NUYS ASSOCIATES, LLC,
a Delaware limited liability company

By _____
Print _____
Its _____

"LENDER"

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Print: Cheryl Salgado
Its: Vice President

"LESSEE"

OCB REALTY CO.,
a Minnesota corporation

By: _____
Print: Roe H. Hatlen
Its: Chief Executive Officer

STATE OF CALIFORNIA)
COUNTY OF _____)

On this _____ day of April, 1998, before me, _____ a Notary Public in and for the State of California, personally appeared _____ personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

My commission expires: _____

STATE OF CALIFORNIA)
COUNTY OF _____)

On this _____ day of April, 1998, before me, _____ a Notary Public in and for the State of California, personally appeared Cheryl Salgado personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

My commission expires: _____

STATE OF MINNESOTA)
COUNTY OF DAKOTA)

On this _____ day of April, 1998, before me, Julie Sauser, a Notary Public in and for the State of Minnesota, personally appeared Roe H. Hatlen, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

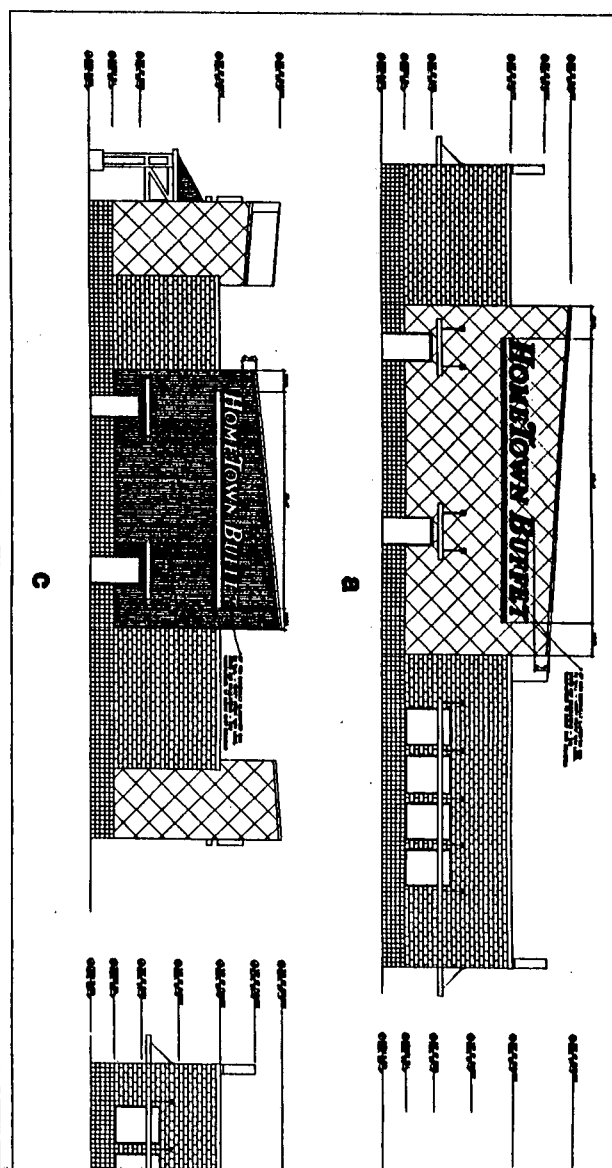
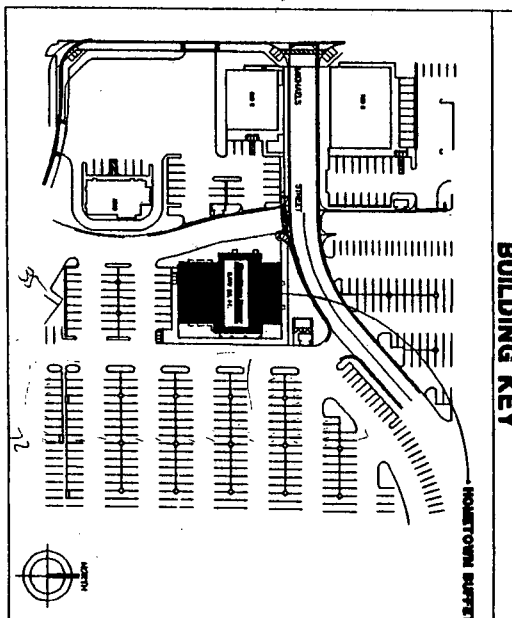
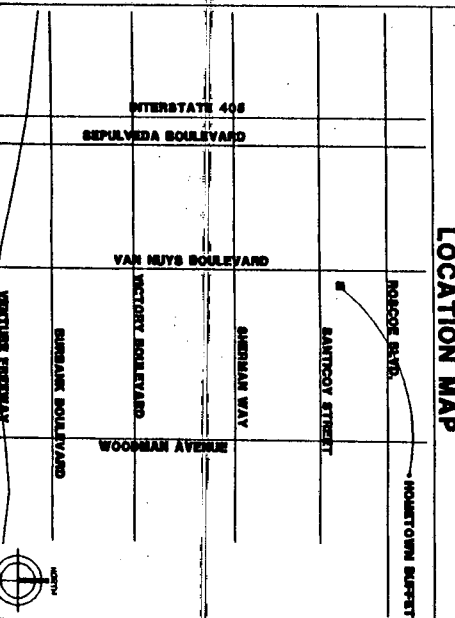
WITNESS my hand and official seal

Signature _____

My commission expires: January 31, 2000

ELEVATIONS

FILE: C:\MSDOSO\DOCS DATE: MAR 24, 1998 TIME: 11:07 AM
COPYRIGHT 1996 J. WELLS & L.A.



10-750 (Rev. 10-6-65) PREPARED BY THE BUREAU OF THE CENSUS U.S. GOVERNMENT PRINTING OFFICE: 1965 O-444-110-1000	
CODE INFORMATION 1. SECTION _____ 2. SUBSECTION _____ 3. ITEM _____ 4. UNIT _____ 5. PERIOD _____ 6. DATE _____ 7. BY _____ 8. FOR _____ 9. OTHER _____ 10. REMARKS _____ 11. REMARKS _____ 12. REMARKS _____ 13. REMARKS _____ 14. REMARKS _____ 15. REMARKS _____ 16. REMARKS _____ 17. REMARKS _____ 18. REMARKS _____ 19. REMARKS _____ 20. REMARKS _____ 21. REMARKS _____ 22. REMARKS _____ 23. REMARKS _____ 24. REMARKS _____ 25. REMARKS _____ 26. REMARKS _____ 27. REMARKS _____ 28. REMARKS _____ 29. REMARKS _____ 30. REMARKS _____ 31. REMARKS _____ 32. REMARKS _____ 33. REMARKS _____ 34. REMARKS _____ 35. REMARKS _____ 36. REMARKS _____ 37. REMARKS _____ 38. REMARKS _____ 39. REMARKS _____ 40. REMARKS _____ 41. REMARKS _____ 42. REMARKS _____ 43. REMARKS _____ 44. REMARKS _____ 45. REMARKS _____ 46. REMARKS _____ 47. REMARKS _____ 48. REMARKS _____ 49. REMARKS _____ 50. REMARKS _____ 51. REMARKS _____ 52. REMARKS _____ 53. REMARKS _____ 54. REMARKS _____ 55. REMARKS _____ 56. REMARKS _____ 57. REMARKS _____ 58. REMARKS _____ 59. REMARKS _____ 60. REMARKS _____ 61. REMARKS _____ 62. REMARKS _____ 63. REMARKS _____ 64. REMARKS _____ 65. REMARKS _____ 66. REMARKS _____ 67. REMARKS _____ 68. REMARKS _____ 69. REMARKS _____ 70. REMARKS _____ 71. REMARKS _____ 72. REMARKS _____ 73. REMARKS _____ 74. REMARKS _____ 75. REMARKS _____ 76. REMARKS _____ 77. REMARKS _____ 78. REMARKS _____ 79. REMARKS _____ 80. REMARKS _____ 81. REMARKS _____ 82. REMARKS _____ 83. REMARKS _____ 84. REMARKS _____ 85. REMARKS _____ 86. REMARKS _____ 87. REMARKS _____ 88. REMARKS _____ 89. REMARKS _____ 90. REMARKS _____ 91. REMARKS _____ 92. REMARKS _____ 93. REMARKS _____ 94. REMARKS _____ 95. REMARKS _____ 96. REMARKS _____ 97. REMARKS _____ 98. REMARKS _____ 99. REMARKS _____ 100. REMARKS _____ 101. REMARKS _____ 102. REMARKS _____ 103. REMARKS _____ 104. REMARKS _____ 105. REMARKS _____ 106. REMARKS _____ 107. REMARKS _____ 108. REMARKS _____ 109. REMARKS _____ 110. REMARKS _____ 111. REMARKS _____ 112. REMARKS _____ 113. REMARKS _____ 114. REMARKS _____ 115. REMARKS _____ 116. REMARKS _____ 117. REMARKS _____ 118. REMARKS _____ 119. REMARKS _____ 120. REMARKS _____ 121. REMARKS _____ 122. REMARKS _____ 123. REMARKS _____ 124. REMARKS _____ 125. REMARKS _____ 126. REMARKS _____ 127. REMARKS _____ 128. REMARKS _____ 129. REMARKS _____ 130. REMARKS _____ 131. REMARKS _____ 132. REMARKS _____ 133. REMARKS _____ 134. REMARKS _____ 135. REMARKS _____ 136. REMARKS _____ 137. REMARKS _____ 138. REMARKS _____ 139. REMARKS _____ 140. REMARKS _____ 141. REMARKS _____ 142. REMARKS _____ 143. REMARKS _____ 144. REMARKS _____ 145. REMARKS _____ 146. REMARKS _____ 147. REMARKS _____ 148. REMARKS _____ 149. REMARKS _____ 150. REMARKS _____ 151. REMARKS _____ 152. REMARKS _____ 153. REMARKS _____ 154. REMARKS _____ 155. REMARKS _____ 156. REMARKS _____ 157. REMARKS _____ 158. REMARKS _____ 159. REMARKS _____ 160. REMARKS _____ 161. REMARKS _____ 162. REMARKS _____ 163. REMARKS _____ 164. REMARKS _____ 165. REMARKS _____ 166. REMARKS _____ 167. REMARKS _____ 168. REMARKS _____ 169. REMARKS _____ 170. REMARKS _____ 171. REMARKS _____ 172. REMARKS _____ 173. REMARKS _____ 174. REMARKS _____ 175. REMARKS _____ 176. REMARKS _____ 177. REMARKS _____ 178. REMARKS _____ 179. REMARKS _____ 180. REMARKS _____ 181. REMARKS _____ 182. REMARKS _____ 183. REMARKS _____ 184. REMARKS _____ 185. REMARKS _____ 186. REMARKS _____ 187. REMARKS _____ 188. REMARKS _____ 189. REMARKS _____ 190. REMARKS _____ 191. REMARKS _____ 192. REMARKS _____ 193. REMARKS _____ 194. REMARKS _____ 195. REMARKS _____ 196. REMARKS _____ 197. REMARKS _____ 198. REMARKS _____ 199. REMARKS _____ 200. REMARKS _____ 201. REMARKS _____ 202. REMARKS _____ 203. REMARKS _____ 204. REMARKS _____ 	

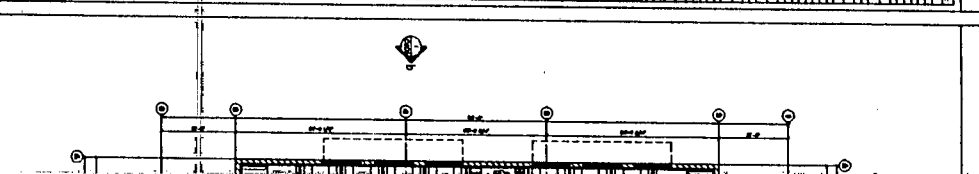


EXHIBIT H-1

(see attached)

65" 48"
9"

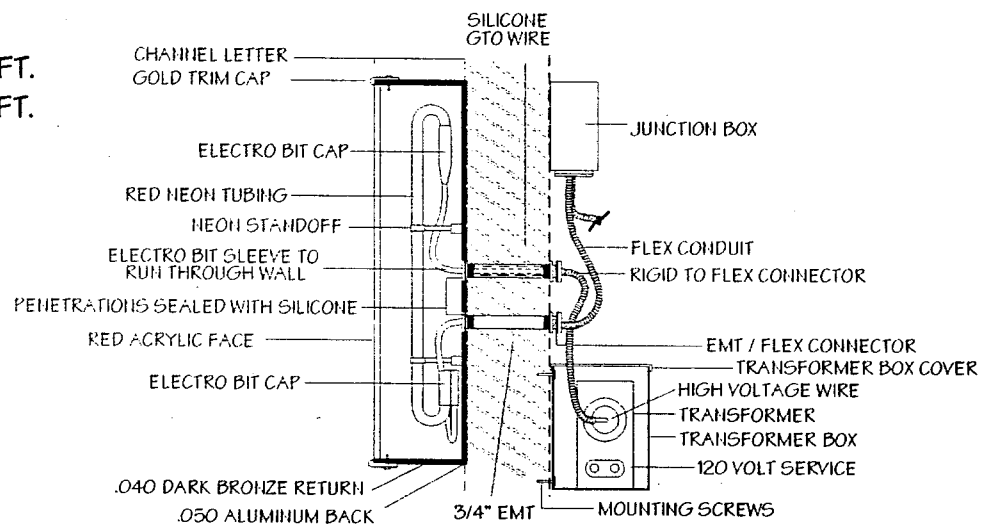
46'-0"

HOMETOWN BUFFET

SIGNAGE SPEC = TOTAL HEIGHT X TOTAL LENGTH = TOTAL SQUARE FOOTAGE

"HOMETOWN"-----48"-----46'-0"-----184 SQ. FT.
"UNDERScore"-----9"-----46'-0"-----34.50 SQ. FT.
"TOTAL"-----65"-----46'-0"-----249.17 SQ. FT.

CHANNEL LETTER SECTION DETAIL



PROJECT
45INCH.CDR
ADDRESS

CITY
STATE

SALESREP.
CORPORATE
DATE

SCALE
1/8"=1'-0"
DRAWN BY
D. PHIPPS

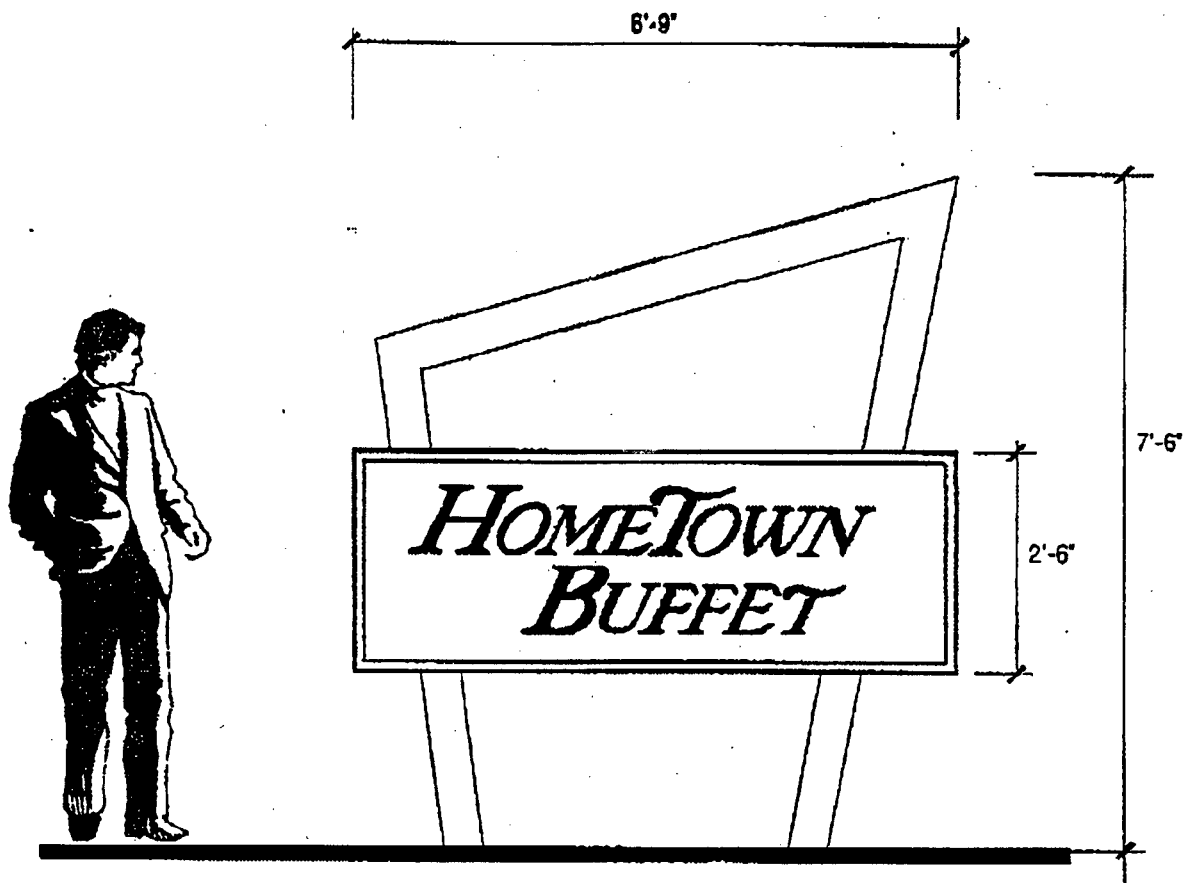
CUSTOMER APPROVAL
DATE

325 MINNESOTA AVE. N.
ORONOCO, MN 55960
PHONE / 507-367-2631
FAX / 507-367-2633

THIS DRAWING IS THE PROPERTY OF

schad-tracy signs

1610 E. CLIFF RD.
BURNSVILLE, MN 55337
PHONE / 612-894-2421
FAX / 612-894-2748



D

TYPICAL PAD TENANT SIGN

SCALE: 1/2" = 1'-0"

SEE SIGN TYPE 'A' FOR COLORS AND MATERIAL

EXHIBIT I

EDA FORMS

EXHIBIT 9.a Applicant
EXHIBIT 9.b.1 Other Parties

FORM EDA-612 REV. 1-92		U.S. DEPARTMENT OF COMMERCE Economic Development Administration										NAME AND ADDRESS OF ORGANIZATION				EDA USE ONLY									
CURRENT AND PROJECTED EMPLOYEE DATA		ORGANIZATION										PROJECT NO.													
		NO. AND STREET										2 ORGANIZATION IS <input type="checkbox"/> APPLICANT <input type="checkbox"/> OTHER PARTY													
		CITY										3 CURRENT TEMPORARY AND PART-TIME EMPLOYEES													
		STATE AND ZIP										Total _____ Female _____ Male _____													
JOB CATEGORIES	* SEE JOB CATEGORIES DEFINITIONS ON REVERSE OF FORM	4 CURRENT PERMANENT POSITIONS										5 NEW PERMANENT JOBS CREATED AS A RESULT OF THIS PROJECT										6 PER- MANENT JOBS TO BE SAVED		7 PERMANENT EMPLOYEES WHEN FULLY OPERATIONAL	
		Total Employ- ment	State and Loc- ation of Project	Man- power Source	Man- power Type	Man- power Level	Man- power Level	Total Employ- ment	State and Loc- ation of Project	Man- power Source	Man- power Type	Man- power Level	Man- power Level	Total Employ- ment	Total Man- power	Total Employ- ment	Total Man- power								
OFFICIALS AND MANAGERS																									
PROFESSIONALS																									
TECHNICIANS																									
SALES WORKERS																									
OFFICE AND CLERICAL																									
OPERATION SUPERVISOR (Semi-Skilled)																									
OPERATION SUPERVISOR (Unskilled)																									
LABORERS UNSKILLED																									
SERVICE WORKERS OTHER																									
TOTAL																									
GRAND TOTAL																									
1 NAME OF LABOR MARKET AREA		2 TOTAL		3 FEMALE		4 STATE AND LOCATION OF PROJECT		5 MAN- POWER SOURCE		6 MAN- POWER TYPE		7 MAN- POWER LEVEL		8 MAN- POWER LEVEL		9 THIS FORM PREPARED BY: (Typed Name)									
LABOR FORCE OF AREA																10 Job Position									
UNEMPLOYMENT OF AREA																11 Date and Telephone Number									
EMPLOYED APPLICANT OR OTHER PARTY																12 Authorized Organization Official (Typed Name and Title)									
DATE AND SOURCE OF LABOR MARKET DATA																13 Signature and Date									

NO OTHER FORMS OR OTHER DOCUMENTS MAY BE SUBMITTED UNDER THIS PROGRAM UNLESS THIS FORM IS COMPLETED AND FILED AS REQUIRED BY EXISTING LAW AND REGULATIONS (42 U.S.C. 20000-22 U.S.C. 1122 EO 11746 and 15 C.F.R. PART 6, 28 C.F.R. PART 42 12 C.F.R. PART 117)

JOB CATEGORY DEFINITIONS

Officials and Managers - Occupations requiring administrative personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: Officials, executives, middle management, plant managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, and kindred workers.

Professional - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dentists, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers and operators, drafters, engineering aides, junior engineers, mathematic aides, licensed practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science) and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, salesworkers, demonstrators, retail salesworkers, and sales clerks, grocery clerks and cashiers, checkers, and kindred workers.

Office and Clerical - Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists, and secretaries, telegraph and telephone operators, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators (who are not members of management), mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

Operatives (semi-skilled) - Workers who operate machines or other equipment or perform other factory-type duties or intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, dressmakers and

sewers (except factory), dryers, furnace workers, heaters (metal), laundry and dry cleaning, operatives, milliners, mune operatives and laborers, motor operators, oilers and greasers (except auto), painters (except construction and maintenance), photographic process workers, boiler tenders, truck and tractor drivers, weavers (textile), welders and flamecutters, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundkeepers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses aides and orderlies), barbers, charworkers and cleaners, cooks (except household), counter and fountain workers, elevator operators, firefighters and fire protection guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.

MINORITY GROUP DEFINITIONS

Black (Not of Hispanic origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islanders - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, India, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native - All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

A. GENERAL INSTRUCTIONS FOR INITIAL AND FOLLOW-UP SUBMISSION

1. Initial Submission Requirements. EDA Civil Rights Regulations establish the following requirements for an initial submission of the ED-612 form by applicants and "Other Parties" that apply for or will benefit from EDA assistance. (The meaning of the term "Other Parties" is discussed below in the instructions for item 2.) In most cases these requirements are used to the combined total number of permanent jobs to be created or saved by the Applicant or "Other Party" in their own workforce as reported in item 5 and 6 of the form ("Permanent jobs" are defined below in the instructions for item 3.) Except in those cases under (c) below when an "Other Party" is not identified at the time of project application the form must be submitted to EDA as part of the project application.

(a) Applicants creating or saving fewer than 15

permanent jobs shall fill out only items 1 through 8 plus 13 through 15 of the form.

- (b) Applicants creating or saving 15 or more permanent jobs shall fill out the entire form.
- (c) "Other Parties" creating or saving 15 or more permanent jobs, and either specifically identified as such in the project application to EDA or locating in an EDA assisted industrial park before EDA's final disbursement is made, shall fill out the entire form.

Follow-up Annual Report Requirements. EDA may require annual or periodic submissions to the ED-612 by Applicants and "Other Parties" that fall under GENERAL INSTRUCTION Numbers 1(b) and 1(c) above. These submissions shall contain data as requested by EDA.

EDA Civil Rights Evaluation. EDA Civil Rights Regulations describe the basis upon which EDA evaluates an ED-612 form. The organization must develop these projections taking into account the character of the local labor market as reported in item 8 of the form. Information obtained in the ED-612 will not be used as the sole determinant of a noncompliance finding.

Limitations on Data Required. EDA Civil Rights regulations set the following limitations on the employment information required by EDA. Public Applicants such as towns, cities and counties that employ more than 1,000 persons need only submit data for the sub-division, agency, unit, or department that actually administers the project or uses the funds. "Other Parties" and non-governmental Applicants for business loans need only submit data for the site, facility or plant actually being assisted.

Job Categories. The nine job categories on the ED-612 form (Officials and Managers, Professionals, Technicians, etc.) are the standard ones used in Federal reporting and are defined on the front of this page.

Minority Groups. The four minority group designations used on the ED-612 form (Black, Hispanic, Asian or Pacific Islander, and American Indian or Alaskan Native) are the standard designations adopted for Federal reporting and are defined on the front of this page. They are not scientific definitions of anthropological origins. Employees should be included in the group with which they identify, or to which they are regarded as belonging by the community. No person shall be counted in more than one minority group.

B. INSTRUCTIONS FOR SPECIFIC NUMBERED ITEMS

The following instructions apply to the initial submission of the ED-612 form. If there is no information to enter for a specific item, leave the space blank.

ITEM 1 - Self Explanatory

ITEM 2 - Check One Box. "Other Parties" are organizations that do not receive EDA financial assistance themselves, but indirectly benefit from it, perhaps by locating in an EDA assisted industrial

park or by using EDA constructed water line. "Other Parties" are defined fully in 13 CFR 317.1 (b).

ITEM 3 - Include only part-time seasonal and temporary employees. Do not include permanent employees.

ITEM 4 - By job category and sex, enter the minority group data and totals (minority plus non-minority) requested for current employees in permanent jobs only. "Permanent jobs" are defined here as full-time year-round jobs of indefinite term. They must be at least 35 hours a week and 10 months a year. All other jobs will be considered part-time, seasonal, or temporary and are reported only in item 3.

ITEM 5 - Enter the number of new permanent jobs expected to be created as a result of EDA assistance or benefits. This must not include jobs counted in items 3 or 5, nor part-time, seasonal or temporary jobs.

ITEM 6 - Enter the number of current permanent jobs that are expected to be lost if EDA assistance or benefits are not received.

ITEM 7 - Enter the number of current employees in column 4 plus new jobs created in column 5.

ITEM 8 - All data to be entered here must cover the Labor Market Area (LMA), as defined by the U.S. Department of Labor and the State Employment Service, in which the project will be located. In most areas of the United States, LMAs consist of one or more whole counties, metropolitan and urbanized LMAs usually are coextensive with Standard Metropolitan Statistical Areas (SMSAs) as defined by the Office of Management and Budget and the Bureau of the Census.

ITEM 9 - The ED-612 form must be signed by an authorized official of the reporting organization except when it is submitted by EDA Applicants as an integral part of an EDA Application form.

It is almost always the case that the data requested here is readily available from the local office of the State Employment Services. If necessary, EDA's Economic Development Representative (EDR), local and State planning offices and commissions or Economic Development District offices also can assist.

As noted in GENERAL INSTRUCTION Number 3, Section A, above, Applicants and "Other Parties" must take their data into account when they prepare their projections for the future employment of minorities and women.

C. ANNUAL REPORTS

EDA may require periodic reports. Specific data will be requested at those times. Follow-up reports are required prior to final disbursement from applicants and those "other parties" who were identified prior to project approval and for those entities who have located in the industrial park or site since project approval.

ASSURANCES OF COMPLIANCE
with Civil Rights and Other Legal Requirements
(To Be Executed by "Other Parties")

"Other Party" is herein defined as an entity which will be creating and/or saving 15 or more jobs as a result of the EDA assistance and either is specifically named in the application as benefiting from the project or will locate or is located in an assisted building, port facility, or industrial, commercial or business park prior to EDA's final disbursement of funds for the project.

Grant Applicant's Name: _____

"Other Party" Name: _____

Address: _____

Phone Number: _____

The obligations incurred under this form apply only to the facility or property receiving assistance from the Economic Development Administration (EDA). This form is being executed by an "Other Party" who satisfies one of the following conditions (check applicable section):

- ☒ The "Other Party" will be creating and/or saving 15 or more jobs (estimated No. _____) as a result of the EDA assistance, and (check a or b)
- ☐ (a) is specifically named in the application for funds as benefiting from the project; or
- ☐ (b) will locate or is located in an assisted building, port, facility, or industrial, commercial or business park before EDA has made its final disbursement of funds for the project.

ASSURANCES OF COMPLIANCE WITH THE DEPARTMENT OF COMMERCE AND THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 SECTION 112 OF PUBLIC LAW 92-65, SECTION 504 OF THE REHABILITATION ACT OF 1973, AND THE AGE DISCRIMINATION ACT OF 1975, all as amended.

The "Other Party" assures that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4), the requirements imposed by or pursuant to regulations issued for the Department of Commerce and designated as 15 CFR Part 8, and any amendments thereto.

The "Other Party" agrees to comply with the provisions of Section 112 of Public Law 92-65 (42 U.S.C. 3123), the requirements imposed by or pursuant to the regulations of the EDA promulgated in 13 CFR Part 317, and any amendments thereto.

The "Other Party" agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 15 CFR Part 8b (Regulations of the Department of Commerce implementing Section 504 of the Rehabilitation Act), and the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and 15 CFR Part 20 (Regulations of the Department of Commerce implementing the Age Discrimination Act of 1975, and the general age discrimination regulations at 45 CFR Part 90).

Such requirements hold that no person in the United States shall on the ground of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity for which Federal financial assistance has been extended.

In accordance with these assurances and without limiting the above, the "Other Party" agrees that these assurances shall be binding upon it, its grantees, assignees, transferees, lessees, and successors in interest. These assurances shall also be binding through every modification or amendment to this project.

The "Other Party" acknowledges that it is aware that if there appears to be a failure or threatened failure to comply with these assurances, and if the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance may be effected by the suspension or termination of, or refusal to grant or to continue, Federal financial assistance, or by any other means authorized by law.

NOTICE

This form must be executed by an official authorized to make the aforementioned assurances contained herein, with full authority to bind the "Other Party" identified herein. If the "Other Party" is a corporation, this form must be executed by a corporate officer or person so authorized to make such assurances, and the title block must clearly indicate such authority. Assurance forms executed by employees other than corporate officers will not be accepted unless they are accompanied by a separate certification signed by a corporate officer or corporate counsel stating the assurer has full authority to legally bind the "Other Party" identified below. In the case of an individual executing this assurance form as sole owner, sole owner must be indicated in the title block. For situations other than those discussed herein, contact the EDA regional office for instructions.

ACCEPTANCE OF ASSURANCES OF COMPLIANCE

These assurances are made binding for:

Name of "Other Party": _____

Address: _____

Telephone Number: () _____

By _____

(Type or Print Name)

* (Title of Corporate Officer)

(Signature of Official)

(Date)

* If the person signing this form is not a corporate officer, the company's corporate officer or corporate counsel must certify in writing that the signatory is authorized to legally bind the company. Written certification should be attached to this form.

WARNING

False statements or representations made in connection with the "ASSURANCES OF COMPLIANCE" are a violation of Federal law punishable by a fine of not more than \$10,000 or by imprisonment for not more than five years, or both (see 42 U.S.C. 3220; 18 U.S.C. 1001).

EXHIBIT J

AFFIDAVIT AND INDEMNITY AGREEMENT

The undersigned, OCB Realty Co., a Minnesota corporation ("**Tenant**") is leasing certain property (the "**Premises**") from S & V Van Nuys Associates, LLC (the "**Landlord**") at The Plant, Van Nuys, California, pursuant to a lease agreement dated April ____, 1998 (the "**Lease**").

Tenant hereby affirms, certifies and confirms to Landlord that the work on the Premises as described in the plans and specifications for Tenant's Work (as referenced and defined in the Lease) is complete.

Pursuant to the terms of the Lease, Tenant hereby represents, warrants and covenants with Landlord that all persons engaged in or providing materials in connection with Tenant's Work have been paid [except for those persons listed on the attached Schedule], and Tenant does hereby agree to defend, indemnify, and hold Landlord, and its employees, agents and representatives harmless from any claim, loss, or liability (including reasonable attorneys' fees incurred) arising out of or in connection with any person subsequently claiming or filing a lien with respect thereto [including, without limitation, all those persons listed on the attached Schedule]. In addition, Tenant covenants and agrees with Landlord that Tenant will be the surety to Landlord with respect to the payment of the costs of Tenant's Work and satisfaction of any rights to lien the Premises, on the same basis as if Tenant's Work were covered by payment and performance bonds.

By execution hereof, the undersigned Tenant hereby agrees that this Affidavit and Indemnity Agreement (the "**Agreement**") will be deemed part of the "**Lease**," and any breach of the obligations of Tenant which are covered by this Agreement shall be a breach of Tenant's obligations under the Leased.

In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, at trial, upon appeal and any petition for review.

This Agreement will be governed and construed in accordance with the laws of the state in which the Premises is located.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date above.

TENANT:

OCB REALTY CO.,
a Minnesota corporation

By: _____
Print: Tom Hubbard
Its: Executive Vice President, Construction

SCHEDULE #1

STANDARD LANDLORD SUPPLIED SITE SPECIFICATIONS

Landlord Supplied Site Specifications. Without limiting the provisions of the attached Exhibit "C," Landlord warrants that the Premises has (or Landlord, at its expense, agrees to provide) each of the following to within the footprint of the Premises in a location as directed by Tenant (the "Site Specifications"):

- a. **Electrical:** Twelve hundred (1200) amp electrical service at 120/208 volts, three (3) phase, stubbed & wired.
- b. **Temporary Electrical:** Temporary electrical service of one hundred (100) amps at 120/208 volts within one hundred (100) feet of the Premises during construction.
- c. **Gas:** A gas line capable of supplying three (3) million BTU's of natural gas at a pressure equal to a seven (7) inch water column with meter.
- d. **Telephone Service Lines:** Provide two (2) inch conduit and pull string from main service. Tenant requires up to ten (10) lines.
- e. **Fire Service:** A six (6) inch water supply line, with meter, at a pressure equal to fifty (50) pounds.
- f. **Water:** A two (2) inch water supply line, with meter, at a pressure equal to sixty (60) pounds.
- g. **Sanitary Sewer:** A minimum four (4) inch dedicated sewer line, at a minimum depth of forty-eight (48) inches.
- h. **Storm Sewer:** Storm water drainage and retention of adequate size and capacity to accommodate parking lot and roof drainage of Tenant's improvements.
- i. **Fees:** Tenant will be responsible for all of its building permitting fees. Landlord will be responsible for all fees associated with traffic mitigation and the overall development of the Shopping Center. Landlord shall disclose to Tenant and Tenant shall have rights to sewer and water access credits available to Landlord from the municipalities.
- j. **Site Preparation:** All site preparation of the Premises shall be completed, including, without limitation, grading, paving, curb cutting, striping, lighting, landscaping and irrigation as necessary. The pad shall be delivered within 1/10 of one foot of the elevation recommended in the applicable civil engineers drawings. Site to be compacted by Landlord in accordance with recommendations set forth in Tenant's geotechnical report. Landlord shall obtain site plan approval for Tenant's prototype building and required parking from all necessary planning and zoning officials. In addition, Landlord shall be responsible for any conditions and/or requirements for Vesting Tentative Tract Map No. 52166 as approved by the Advisory Agency.
- k. **Hazardous Materials:** The Premises will be free of all Hazardous Materials upon delivery to Tenant.

All of the above to meet local/city/state code for restaurants exceeding 300 seats. Any work required to be performed by Landlord to satisfy the foregoing requirements will be performed promptly, in a good and workmanlike manner, and in accordance with the requirements of the Lease.

SCHEDULE #2

STANDARD EXCLUSIONS FROM GROSS SALES

Gross Sales shall not include:

- (a) Receipts from vending machines solely for the use of Tenant's employees, coin-operated amusement devices and pay telephones.
- (b) Receipts from the sale of gift certificates until such are redeemed at the Premises.
- (c) Any sale to, or the value of any meals consumed by, employees of Tenant which are provided as a benefit of employment, not to exceed three percent (3%) of Gross Sales.
- (d) The value of any complimentary meals provided as a customer service or as part of Tenant's community marketing efforts, not to exceed two percent (2%) of Gross Sales.
- (e) Any refund which is made to any customer.
- (f) Any sales tax or other payment required by governmental law or regulation.
- (g) Receipts from catering or from orders placed at the Premises, but filled elsewhere.
- (h) Bad debts and "non-sufficient funds" checks.
- (i) Sales of furniture or equipment not in the ordinary course of business.
- (j) Any charge paid by Tenant as a finance charge for credit card services.
- (k) Insurance recoveries or other proceeds not directly related to sales or services from the Premises.

SCHEDULE #3

STANDARD EXCLUSIONS FROM COMMON AREA EXPENSES

1. **Standard Exclusions from Common Area Charges.** Notwithstanding anything contained in the Lease, no expenses incurred for the following shall be included in common area maintenance or other expenses chargeable to Tenant under the Lease:
- a. Rent on any ground lease;
 - b. Costs associated with structural repairs or capital improvements (related to any items that must be capitalized according to GAAP), additions or alterations to the Common Areas or the Shopping Center or amortization of any of the foregoing (except (i) the amortization of any capital improvements made to the Shopping Center which as of the date incurred were reasonably intended and expected by Landlord to reduce Operating Expenses and (ii) the cost of resurfacing the parking lot one (1) time during the Term and one (1) time during the Extended Terms);
 - c. Cost of correcting defects in the initial design or construction of the Shopping Center or expansion or any repairs resulting from inferior or deficient workmanship;
 - d. Costs or expenses incurred by Landlord in bringing the Shopping Center into compliance with any applicable federal, state or local statutes, codes, ordinances or rules; provided, however, the foregoing shall not include expenses incurred by Landlord, less than Five Thousand and No/100 Dollars (\$5,000.00), in bringing the Common Areas into compliance with any applicable federal, state or local statutes, codes, ordinances or rules; provided further, if any expense incurred by Landlord, in excess of Five Thousand and No/100 Dollars (\$5,000.00), in bringing the Common Areas into compliance with any applicable federal, state or local statutes, codes, ordinances or rules shall be amortized over the remaining Term of the Lease, or Extended Terms, as the case may be;
 - e. Costs of any required corrective action with respect to Hazardous Materials in the Shopping Center;
 - f. Fines or penalties incurred due to violations by Landlord of any governmental rule or authority other than as a result of the errors or omissions of Tenant;
 - g. Costs relating to the restoration and/or repair obligations of Landlord with respect to the Shopping Center or the Premises pursuant to Section 24 and/or Section 25 of this Lease;
 - h. Cost for which Landlord is reimbursed, receives a credit or is otherwise compensated (other than tenant reimbursements for Taxes or Operating Costs as respectively provided in Sections 8 and 9);
 - i. Repairs and maintenance for items that are covered by guarantees or service contracts;
 - j. Reserves for anticipated future expenses (excluding such sums which are paid by Tenant on an estimated basis);
 - k. legal and other professional fees;
 - l. Advertising or promotional expenses, including, but not limited to, those relating to Christmas or other seasonal decorations or promotional events, unless, at Tenant's option, Tenant agrees to participate in any such advertising or promotional event;

- m. Repairs occasioned by fires, windstorm, or other casualty, to the extent such repairs are required to be covered by insurance pursuant to this Lease, and any items for which Landlord is reimbursed by insurance;
- n. Bad debt losses, rent losses or reserves for bad debts or rent losses;
- o. Interest or penalties incurred as a result of Landlord's failure to pay any bill as it shall become due;
- p. Costs resulting from the gross negligence of Landlord, its agents, employees and/or independent contractors;
- q. Costs of leasing any item other than items whose purchase price would be included in reimbursable expenses hereunder;
- r. Expenses related to management offices, utility rooms, storage areas and outparcels;
- s. Individual compensation or other expenses with respect to officers, executives or on- or off-site management or administrative personnel of Landlord, or third parties engaged by Landlord to provide such services, or any other costs or expenses relating to administrative, bookkeeping, accounting, management or similar services or functions with respect to the Shopping Center;
- t. Any amount paid to any corporation or other entity related to Landlord or to the managing agent of Landlord which is in excess of the amount which would have been paid in the absence of such relationship;
- u. Costs in excess of fair market expenses;
- v. Costs 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.;
- w. Costs associated with refinancing the Shopping Center, including points and closing fees;
- x. Costs associated with marketing or selling Shopping Center or any interest therein, or converting the Shopping Center to a different form of ownership;
- y. Trustee fees;
- z. Costs of garbage removal and maintenance and repair of common garbage areas of other tenants if Tenant has an exclusive and enclosed garbage area which it maintains and repairs pursuant to this Lease;
- aa. Costs of any utility, maintenance, service, or repair provided exclusively to any leased or leasable premises in the Shopping Center or any portion of the Common Areas which provide income other than rental income for Landlord;
- bb. Leasing commissions, attorneys' fees, costs and disbursements, and other expenses (including advertising) incurred in connection with leasing, renovating, or improving space for tenants or other occupants or prospective tenants or occupants of the Shopping Center or development of other properties;

- cc. Costs (including permit, license, and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or other occupants or vacant space;
- dd. Landlord's costs of any services sold to tenants or other occupants for which Landlord is entitled to be reimbursed by such tenants or other occupants as an additional charge or rental over and above the basic rent and escalations payable under the lease with such tenant or other occupant, and costs associating with valet parking (including wages and other expenses);
- ee. Costs incurred in connection with the original construction or expansion of the Shopping Center, including any interest or payments on any financing;
- ff. Any depreciation and amortization of the Building of which the Premises are a part or other buildings and improvements within the Shopping Center;
- gg. Expenses in connection with services or other benefits of a type provided to some but not all tenants or not available to Tenant, such as (by way of illustration and not in limitation) special services provided to food court tenants, and garbage removal (if Tenant is maintaining its own trash dumpster at Tenant's expense and not using the Shopping Center's dumpster);
- hh. Damages recovered by any tenant due to violation by Landlord of any of the terms and conditions of any lease or any other lease relating to the Shopping Center;
- ii. Interest on debt or amortization payments on any mortgages (including points) or deeds of trust or any other debt for borrowed or advanced money, except as expressly permitted herein;
- jj. Any compensation paid to clerks, attendants, or other persons in commercial concessions operated by Landlord;
- kk. 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.;
- ll. Repairs and maintenance of any pylon or other sign which does not include any Tenant signage but does include signage of other tenants or occupants of the Shopping Center.

2. **Handling of Exclusions of Floor Area.** No costs for maintaining or otherwise related to areas currently outside of the Shopping Center will be charged to Tenant. In computing charges, there shall be no exclusions for other tenants, including major tenants' or department store tenants'.

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made and entered into this 23rd day of April, 1998 by and between OCB REALTY CO., a Minnesota corporation (the "Tenant"), and S & V VAN NUYS ASSOCIATES, LLC., a Delaware limited liability company, (the "Landlord").

WHEREAS, the purpose of this Agreement is to set forth terms and conditions under which the Tenant may disclose to Landlord certain information that is confidential and proprietary to the Tenant for the purpose of furthering the business relationship between the Tenant and the Landlord.

NOW THEREFORE, the Tenant and the Landlord hereby agree as follows:

I. **Confidential Information.** "Confidential Information" of the Tenant means any information which is not made generally available to others by the Tenant. Confidential Information may be oral or written, or recorded on electronic or other storage media. Confidential Information may include (but is not limited to) sales and profitability information, methods, processes, procedures, techniques, recipes, formulas, floorplans, designs, drawings, blueprints, computer programs, know-how, specifications, new product and service ideas, product development plans, marketing plans, strategies, and identities of other suppliers, vendors or contractors with which the Tenant deals. However, Confidential Information shall not include information which the Landlord can demonstrate by means of prior written records or other clear and convincing circumstances (a) was or becomes generally available to the public other than as a result of a disclosure by Landlord or by its directors, officers, or lenders (collectively, the "Landlord Representatives"), or (b) was or becomes known to the Landlord on a nonconfidential basis from a source other than the Tenant, provided that such source (and if applicable, its sources) is not bound by a confidentiality agreement with the Tenant.

II. **Confidentiality.** The Landlord agrees, at all times during and after the existence of the commercial relationship between the Tenant and the Landlord, to protect and hold the Confidential Information strictly secret and confidential, to use such Confidential Information only for the purpose(s) for which it is disclosed, and not to directly or indirectly disclose, publish, reproduce or use (or cause or permit the disclosure, publication, reproduction or use of) such Confidential Information for any other purpose. The Landlord will disclose the Confidential Information only to such of the Landlord's Representatives as need to know such Confidential Information for the Landlord to carry out the activities and purposes for which it was disclosed by the Tenant.

III. **Return of Confidential Information.** At such time as the Landlord no longer needs to retain such Confidential Information to carry out the purposes and activities for which it was disclosed, the Landlord will promptly return to the Tenant or destroy all tangible material containing or reflecting such Confidential Information and will not retain any copies, extracts, summaries or other reproductions in whole or in part of such tangible material, and such return/destruction shall be certified in writing to the Tenant.

IV. **Successors and Assigns.** This Agreement shall be binding upon the parties, the Representatives of the Landlord, and each party's and Representative's respective heirs, successors and assigns. The Landlord shall take reasonable precautions to ensure that its Representatives comply with the provisions of this Agreement, and shall indemnify and hold harmless the Tenant against any breaches hereof by its Representatives. The Landlord agrees to identify, upon request, all persons to whom any Confidential Information may have been disclosed.

V. **Severability; Remedies.** If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had not been contained herein. The Landlord acknowledges that the Tenant may not have an adequate remedy at law in the event of any unauthorized use or disclosure of Confidential Information by the Landlord or its Representatives, and that the Tenant shall therefore be entitled, in addition to any other remedies that may be available, to injunctive and/or other equitable relief to prevent or remedy any such unauthorized use or disclosure.

VI. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

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

See Attached

LANDLORD:

S. & V VAN NUYS ASSOCIATES, LLC,
a Delaware limited liability company

Witness

By _____
Print _____
Its _____

TENANT:

OCB REALTY CO.,
a Minnesota corporation

Witness

By *Roe H. Hatlen*
Print: Roe H. Hatlen
Its: Chief Executive Officer

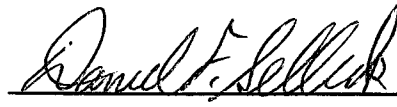
LANDLORD:

S&V VAN NUYS ASSOCIATES, LLC
A Delaware limited liability company

Witness

By: DFS Plant Associates, LLC
Its Managing Member

By:



Daniel F. Selleck, Managing Member

By: Voit Van Nuy Partners, LLC,
a California corporation
Its Managing Member

By: Voit Development Co., Inc.
a California corporation
Its Managing Member

Witness

By:



Robert D. Voit, President

Attachment 2 - First Amendment to Standard Retail Lease 12.30.2019.pdf

Description - First Amendment to Standard Retail Lease

FIRST AMENDMENT TO STANDARD RETAIL LEASE
(HTB 297 Van Nuys)

This FIRST AMENDMENT TO STANDARD RETAIL LEASE (this "**Amendment**") is made and entered into as of December 30, 2019, by and between NF PLANT ENTERPRISES, LP, a California limited partnership ("**Landlord**"), and OCB RESTAURANT COMPANY, LLC, a Minnesota limited liability company ("**Tenant**").

RECITALS

A. Landlord (as successor-in-interest to S & V Van Nuys Associates, LLC) and Tenant (as successor-in-interest to OCB Realty Co. [the "**Original Tenant**"]) are parties to that certain Standard Retail Lease dated as of April 23, 1998 ("**Initial Lease**"), as supplemented by that certain letter dated May 1, 2014 (the "**Letter**"). The Initial Lease and the Letter are referred to collectively herein as the "**Original Lease**".

B. Pursuant to the Original Lease, Landlord leases to Tenant, and Tenant leases from Landlord, that certain premises containing approximately nine thousand (9,000) square feet (the "**Premises**"), which Premises is located within the retail project now known as "The Plant" (the "**Project**"), located in Van Nuys, California, as more particularly described in the Original Lease.

C. The current term of the Lease will expire on December 31, 2019. Landlord and Tenant desire to amend the Original Lease to, among other things, extend the Term of the Lease on a month-to-month basis, in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein but not specifically defined in this Amendment shall have the meanings ascribed to such terms in the Original Lease. The term "**Lease**" where used in the Original Lease and this Amendment shall hereafter refer to the Original Lease, as amended by this Amendment.

2. **Assumption of Lease.** Tenant agrees and acknowledges that it has assumed the Lease from the Original Tenant. Tenant hereby expressly agrees to be bound by and to perform and comply with, for the benefit of Landlord, each and every obligation of the "Tenant" under the Lease (whether arising or accruing prior or subsequent to the date of such assumption). Without limiting the generality of the foregoing, Tenant shall be liable for all repair, restoration, surrender and indemnification obligations of the "Tenant" under the Lease as if Tenant had been the original signatory of the Original Lease. Original Tenant and Tenant shall be jointly and severally liable for all of the liabilities and obligations of "Tenant" under the Lease.

3. **Month-To-Month Extension of Term.**

(a) Landlord and Tenant hereby agree to extend the current Term, commencing on January 1, 2020 (the "**First Amendment Commencement Date**"), and continuing thereafter on a month-to-month basis such that, without limiting any other termination rights of Landlord as provided in the Original Lease, either Landlord or Tenant may terminate the Lease at any time (in each of their sole and absolute discretion) upon at least thirty (30) days prior written notice to the other party (which notice may be given at any time during any particular month). The period commencing on the First Amendment



Commencement Date and continuing through and including the date (the "**Termination Date**") that this Lease is terminated by written notice in accordance with this Section 3 shall hereinafter be referred to as the "**First Amendment Extended Term**." Except as expressly provided to the contrary herein, for purposes of Tenant's duties, obligations and liabilities under the Lease, the First Amendment Extended Term shall be part of the Term. Notwithstanding anything to the contrary contained herein and/or in the Original Lease, Tenant shall have no right to renew or extend the Term beyond the Termination Date (and as such, Section 2.3 of the Initial Lease and the second paragraph of Section 28.1 of the Initial Lease are hereby deleted in their entirety and of no further force or effect).

(b) Tenant expressly agrees and acknowledges that: (i) Landlord's agreement to extend the Term of the Lease as set forth in Section 3(a) above is expressly conditioned upon Tenant's strict compliance with the terms and conditions of the Original Lease and this Amendment; (ii) Landlord does not consent to any holding over by Tenant in the Premises beyond the Termination Date; (iii) Tenant shall have no right or excuse whatsoever to fail to vacate and surrender the Premises by the Termination Date; and (iv) Landlord may execute a lease with a third party which will likely require Landlord to have possession of the Premises immediately following the Termination Date in order to satisfy Landlord's obligations under such new lease. Accordingly, if Tenant fails to vacate and surrender the Premises on or prior to the Termination Date, Landlord is likely to suffer substantial business losses and consequential damages for which Tenant shall be held fully liable and responsible. **TENANT AGREES TO VACATE AND SURRENDER THE PREMISES ON OR PRIOR TO THE TERMINATION DATE (IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AMENDMENT) AND LANDLORD DOES NOT CONSENT TO ANY HOLDING OVER WHATSOEVER IN THE PREMISES BY TENANT BEYOND THE TERMINATION DATE.**

4. Minimum Rent.

(a) Prior to the First Amendment Commencement Date, Tenant shall continue to pay all Minimum Rent (and all other amounts due and payable under the Lease, including, without limitation, Tenant's Proportionate Share of Tenant's Tax Expense and Tenant's Shopping Center Expense) for the Premises in accordance with the terms and conditions contained in the Original Lease, as amended hereby. Effective as of the First Amendment Commencement Date and continuing throughout the First Amendment Extended Term, Tenant shall pay Minimum Rent with respect to the Premises in the amount of Seventeen Thousand Six Hundred Nine and 56/100 Dollars (\$17,609.56) per month (which Minimum Rent shall be payable in accordance with the terms of the Original Lease and in addition to all other amounts due under the Original Lease, as amended). Payments of Minimum Rent for any fractional calendar month shall be prorated.

(b) Notwithstanding anything to the contrary contained herein and/or in the Original Lease (including, without limitation, Section 28.1 and 28.2 of the Initial Lease), if Tenant fails to vacate the Premises by the Termination Date, Tenant shall be, at Landlord's sole election, a tenant at will or at sufferance, and Tenant shall pay, in addition to any other rent or other sums then due Landlord, Minimum Rent for the Premises equal to the greater of (I) Forty-Five Thousand Dollars (\$45,000.00) per month, or (II) two hundred percent (200%) of the prevailing market rate for similar space in the market in which the Premises are located, computed on a monthly basis for each month or part thereof during such holdover, even if Landlord consents to such holdover (which consent shall be effective only if in writing). All other payments shall continue under the terms of the Lease. In addition, if Tenant fails to surrender the Premises by the Termination Date, (x) Landlord may immediately seize physical possession of the Premises by any lawful means, (y) Tenant shall compensate Landlord for, and shall indemnify, defend and hold Landlord harmless from, all costs, losses, expenses and liabilities in connection therewith, including without limitation, claims made by any succeeding tenant and real estate brokers claims and attorney's fees and costs, and (z) Tenant shall be liable for all damages of whatever type (including consequential damages) incurred by Landlord as a result of such holding over. **NOTHING**



CONTAINED HEREIN SHALL BE DEEMED LANDLORD'S CONSENT TO ANY HOLDING OVER IN THE PREMISES BY TENANT BEYOND THE TERMINATION DATE, AND THIS SECTION SHALL NOT BE CONSTRUED AS CONSENT FOR TENANT TO RETAIN POSSESSION OF THE PREMISES BEYOND THE TERMINATION DATE.

5. Additional Rent. In addition to Minimum Rent, Tenant shall continue to pay all Additional Rent and all other amounts due and payable under the Lease, including, without limitation, Tenant's Proportionate Share of Tenant's Tax Expense and Tenant's Shopping Center Expense, which arise or accrue during the First Amendment Extended Term in accordance with the terms and condition contained in the Original Lease.

6. Condition of Premises. Tenant hereby agrees that the Premises shall continue to be leased "As Is", "With All Faults", "without any representations or warranties" except for those expressly provided in the Original Lease. Tenant is extremely familiar with the condition of the Premises, and Tenant hereby agrees and warrants that it has investigated and inspected the condition of the Premises, and the suitability of same for Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representations or warranty with respect to the Premises or the Project or with respect to the suitability of each for the conduct of Tenant's business, and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises and the Project in its decision to enter into this Amendment and let the Premises in an "As Is" condition.

7. Estoppel. Tenant warrants, represents and certifies to Landlord that to the best of its knowledge as of the date of this Amendment: (a) Landlord is not in default under the Original Lease; and (b) Tenant does not have any defenses or offsets to payment of rent and performance of its obligations under the Original Lease as and when same becomes due. Landlord warrants, represents and certifies to Tenant that to the best of its knowledge as of the date of this Amendment: (i) Tenant is not in default under the Original Lease; and (ii) Landlord does not have any defenses to performance of its obligations under the Original Lease as and when same becomes due.

8. Severability. Any provision of this Amendment which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

9. Attorneys' Fees. In the event either party shall commence an action to enforce any provision of this Amendment (or the Original Lease), the prevailing party in such action shall be entitled to receive from the other party, in addition to damages, equitable or other relief, any and all costs and expenses incurred, including reasonable attorneys' fees and court costs and the fees and costs of expert witnesses, and fees incurred to enforce any judgment obtained. This provision with respect to attorneys' fees incurred to enforce a judgment shall be severable from all other provisions of the Lease, shall survive any judgment, and shall not be deemed merged into the judgment. Tenant shall also reimburse Landlord for all costs incurred by Landlord in connection with enforcing its rights under the Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended, including without limitation, legal fees, experts' fees and expenses, court costs and consulting fees.

10. Broker. Tenant represents and warrants to Landlord that it has not dealt with any broker with respect to this Amendment and/or this extension of the Term. If Tenant has dealt with any broker or person with respect to this Amendment, Tenant shall be solely responsible for the payment of any fees due said person or firm and Tenant shall protect, indemnify, hold harmless and defend Landlord from any liability in respect thereto.



11. Accessibility Disclosure. Landlord hereby discloses to Tenant, in accordance with California Civil Code Section 1938, and Tenant hereby acknowledges that the Premises have not undergone an inspection by a Certified Access Specialist (CASp) to determine whether the Premises meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, and notwithstanding anything to the contrary contained in the Original Lease, Landlord and Tenant hereby agree as follows: (i) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp approved in advance by Landlord, subject to Landlord's rules and requirements; and (ii) Landlord shall have no obligation to perform any work or repairs identified in any such CASp inspection; and (iii) to the extent that any work, repairs, replacements, or improvements are recommended or required by the CASp (or otherwise required as a result of any such CASp inspection or anything done by Tenant in its use or occupancy of the Premises), then, at Landlord's election, Tenant shall be required to perform the same at Tenant's sole cost and expense (subject to the terms and conditions of Section 23 of the Initial Lease, including Landlord's right to approve of detailed plans and specifications in advance); provided, however, Landlord shall have the option to perform any or all of the foregoing at Tenant's sole cost and expense (with Tenant to reimburse Landlord upon demand for the costs and expenses incurred by Landlord in performing the same).

12. Further Assurances. Each of the parties hereto agrees to execute and deliver all such further documents and to take all such further actions as may be reasonably requested by the other party hereto to effectuate fully the terms and provisions of this Amendment, provided such documents or actions do not limit, reduce or impair the rights of the party upon whom such request is made.

13. Authority. Tenant has full power and authority to enter into this Amendment and the person signing on behalf of Tenant has been fully authorized to do so by all necessary corporate or partnership action on the part of Tenant.

14. Original Lease in Full Force. Except for those provisions which are inconsistent with this Amendment and those terms, covenants and conditions for which performance has heretofore been completed, all other terms, covenants and conditions of the Original Lease shall remain unmodified and in full force and effect. Landlord and Tenant ratify the Original Lease, as amended hereby.

15. Electronic Signatures; Counterparts. Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Amendment which are delivered by PDF or other electronic means as constituting a duly authorized, irrevocable, actual, current delivery of this Amendment with original ink signatures of each person and entity. This Amendment may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single agreement.

16. Binding Effect. This Amendment shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Tenant and its permitted successors and permitted assigns.

[Signatures on following page]

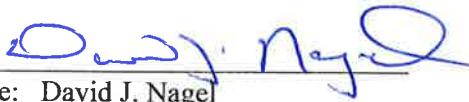
Handwritten initials in blue ink. The top set of initials, corresponding to 'Landlord's Initials', appears to be 'CP'. The bottom set of initials, corresponding to 'Tenant's Initials', appears to be 'PD'.

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first set forth above.

LANDLORD:

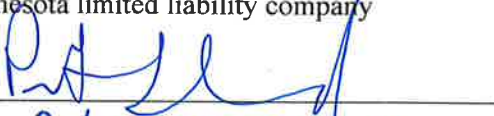
NF PLANT ENTERPRISES, LP,
a California limited partnership

By: Decron Properties Corp.,
a California corporation
Its Managing Agent

By: 
Name: David J. Nagel
Title: President and CEO

TENANT:

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: 
Name: Peter Donbavand
Title: Vice President

Attachment 3 - Second Amendment to Standard Retail Lease 10.22.2020.pdf

Description - Second Amendment to Standard Retail Lease

SECOND AMENDMENT TO STANDARD RETAIL LEASE
(HTB 297 Van Nuys)

This SECOND AMENDMENT TO STANDARD RETAIL LEASE (this "**Amendment**") is made and entered into as of October 22nd, 2020, by and between NF PLANT ENTERPRISES, L.P., a California limited partnership ("**Landlord**"), and OCB RESTAURANT COMPANY, LLC, a Minnesota limited liability company ("**Tenant**").

RECITALS

A. Landlord (as successor-in-interest to S & V Van Nuys Associates, LLC) and Tenant (as successor-in-interest to OCB Realty Co.) are parties to that certain Standard Retail Lease dated as of April 23, 1998 ("**Initial Lease**"), as supplemented by that certain letter dated May 1, 2014 (the "**Letter**"), as amended by that certain First Amendment to Standard Retail Lease dated December 30, 2019 (the "**First Amendment**"). The Initial Lease, as amended by the Letter and the First Amendment, is hereby referred to collectively herein as the "**Original Lease**".

B. Pursuant to the Original Lease, Landlord leases to Tenant, and Tenant leases from Landlord, that certain premises containing approximately nine thousand (9,000) square feet (the "**Premises**"), which Premises is located within the retail project now known as "The Plant" (the "**Shopping Center**"), located in Van Nuys, California, as more particularly described in the Original Lease.

C. Tenant has experienced adverse impacts on Tenant's revenues arising from or related to the COVID-19 global pandemic and has therefore requested Landlord's assistance in reducing Tenant's occupancy costs. In response to such request, Landlord and Tenant desire to amend the Original Lease in order to, among other things, (i) provide for a limited abatement of certain monthly rent obligations payable by Tenant under the Lease in response to the COVID-19 global pandemic, and (ii) extend the Term of the Lease, all in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein but not specifically defined in this Amendment shall have the meanings ascribed to such terms in the Original Lease. The term "**Lease**" where used in the Original Lease and this Amendment shall hereafter refer to the Original Lease, as amended by this Amendment.

2. **Conditional Abatement of Past Due Rent.** Subject to the terms and conditions of this Amendment, provided that no default beyond the applicable notice and cure period occurs from and after the date of this Amendment through and including December 31, 2021, then notwithstanding anything to the contrary contained in the Original Lease, Tenant shall be credited with payment of the following amounts: (i) for the months of March 2020, July 2020, August 2020, September 2020 and October 2020, \$17,609.56 per month towards Minimum Rent, \$2,248.41 per month towards Tenant's Shopping Center Expense, and \$2,638.40 per month towards Tenant's Tax Expense, and (ii) for the months of April 2020, May 2020, and June 2020, \$17,609.56 per month towards Minimum Rent (it being acknowledged that Tenant has previously paid Tenant's Shopping Center Expense and Tenant's Tax Expense to Landlord for such months) (collectively, the "**Second Amendment Past Due Rent Credit**"). The total Second Amendment Past Due Rent Credit contemplated by this Section is equal to \$165,310.53, in the aggregate.

No such Second Amendment Past Due Rent Credit shall reduce or limit any other amounts which are otherwise payable by Tenant under the Lease. Tenant understands and agrees that the foregoing Second Amendment Past Due Rent Credit is conditioned upon no default occurring under the Lease beyond the applicable notice and cure period from and after the date of this Amendment through and including December 31, 2021. Accordingly, upon the occurrence of any default beyond the applicable notice and cure period under the Lease from and after the date of this Amendment through and including December 31, 2021, the foregoing Second Amendment Past Due Rent Credit shall immediately become null and void, and any rent previously credited to Tenant shall immediately become due and payable, and Tenant shall no longer receive any credit on account of such Second Amendment Past Due Rent Credit.

3. Extension of Term. Notwithstanding anything to the contrary contained in the Original Lease, the Term of the Lease is hereby extended through and including October 31, 2025 (the "**Second Amendment Expiration Date**"). The period commencing on November 1, 2020 (the "**Second Amendment Commencement Date**"), through and including the Second Amendment Expiration Date shall hereinafter be referred to as the "**Second Amendment Extended Term**." Except as expressly provided to the contrary herein, for purposes of Tenant's duties, obligations and liabilities under the Lease, the Second Amendment Extended Term shall be part of the Term.

4. Minimum Rent. Effective as of the Second Amendment Commencement Date, Tenant shall pay Minimum Rent with respect to the Premises as follows (which Minimum Rent shall be payable in accordance with the terms of the Original Lease and in addition to all other amounts due under the Original Lease, as amended):

<u>Period:</u>	<u>Minimum Rent:</u>
November 1, 2020 – October 31, 2025*	\$22,500.00 per month
November 1, 2025 – October 31, 2030**	\$24,750.00 per month

*Subject to the Second Amendment Extended Term Rent Credit pursuant to Section 6 below.

**In the event Tenant timely and appropriately exercises the Option described in Section 7 below.

5. Additional Rent. In addition to Minimum Rent, Tenant shall continue to pay all Additional Rent and all other amounts due and payable under the Lease, including, without limitation, Tenant's Tax Expense and Tenant's Shopping Center Expense, which arise or accrue during the Second Amendment Extended Term (as the same may be extended) in accordance with the terms and conditions contained in the Original Lease (as amended hereby).

6. Conditional Abatement of Certain Rental. Subject to the terms and conditions of this Amendment, provided that no default occurs under the Lease beyond the applicable notice and cure period from and after the date of this Amendment through and including the Second Amendment Expiration Date, Tenant shall be credited with the payment of monthly Minimum Rent, Tenant's Shopping Center Expense and Tenant's Tax Expense due with respect to the Premises for the months of November 2020 and December 2020 (collectively, the "**Second Amendment Extended Term Rent Credit**"), as and when the same becomes due and payable, for a total Second Amendment Extended Term Rent Credit equal to \$54,773.62 in the aggregate. No such Second Amendment Extended Term Rent Credit shall reduce or limit any other amounts which are otherwise payable by Tenant under this Lease. Tenant understands and agrees that the foregoing Second Amendment Extended Term Rent Credit is conditioned upon no default occurring under the Lease beyond the applicable notice and cure period from and after the date of this Amendment through and including the Second Amendment Expiration Date. Accordingly, upon the occurrence of any default beyond the applicable notice and cure period under the Lease from and after the date of this Amendment through and including the Second Amendment Expiration Date, the foregoing Second Amendment Extended Term Rent Credit shall immediately become null and void, and any monthly rent previously

credited to Tenant shall immediately become due and payable, and Tenant shall no longer receive any credit on account of such Second Amendment Extended Term Rent Credit.

7. Option to Extend.

(a) Option Right. Landlord hereby grants the original Tenant named in this Amendment (the "**Original Tenant**"), one (1) option (the "**Option**") to extend the Term for a period of five (5) years (the "**Option Term**"), which Option Term shall commence upon the expiration of the Second Amendment Extended Term, and which Option shall be exercisable only by written notice delivered by Tenant to Landlord as set forth below. The rights contained in this Section are personal to the Original Tenant, and may only be exercised by the Original Tenant (and not any other assignee, sublessee or other transferee of the Original Tenant's interest in the Lease) if the Original Tenant occupies the entire Premises as of the date of Tenant's Exercise Notice (as defined below).

(b) Option Rent. The Minimum Rent payable by Tenant during the Option Term shall be as set forth in the Minimum Rent schedule contained in Section 4 above for the applicable period of time.

(c) Exercise of Option. The Option shall be exercised by Tenant only in the following manner: (i) Tenant shall not be in default, and shall not have been in default under this Lease more than once, on the delivery date of the Exercise Notice; and (ii) Tenant shall deliver an unconditional, irrevocable written notice ("**Exercise Notice**") to Landlord at least nine (9) months prior to the Second Amendment Expiration Date stating that Tenant is unconditionally and irrevocably exercising the Option, time being of the essence. If Tenant timely and properly exercises the Option to extend, the Term shall be extended for the Option Term upon all of the terms and conditions set forth in the Lease, except that the Minimum Rent for the Option Term shall be as indicated in Section 4 above for the applicable period of time. If Tenant fails to timely deliver such notice exercising the Option, time being of the essence, Tenant shall be deemed to have elected not to exercise its rights to extend the Term, the Term shall terminate on the Second Amendment Expiration Date, and the Option shall be null and void.

8. Condition of Premises.

(a) Subject to Section 8(b) below, Tenant hereby agrees that the Premises shall continue to be leased "As Is", "With All Faults", "without any representations or warranties". Tenant is extremely familiar with the condition of the Premises, and Tenant hereby agrees and warrants that it has investigated and inspected the condition of the Premises, and the suitability of same for Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representations or warranty with respect to the Premises or the Shopping Center or with respect to the suitability of each for the conduct of Tenant's business, and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises and the Shopping Center in its decision to enter into this Amendment and let the Premises in an "As Is" condition.

(b) Provided that no default exists beyond applicable notice and cure periods under the Lease, and no default has occurred under the Lease beyond applicable notice and cure periods from and after the date of this Amendment, Tenant shall be entitled to reimbursement from Landlord in an amount up to Thirty-Four Thousand Two Hundred Thirty-Six and 71/100 Dollars (\$34,236.71) (the "**Second Amendment Allowance**") for Tenant's actual and reasonable costs and expenses paid to unaffiliated third parties for the performance of certain alterations within the Premises (the "**Second Amendment Allowance**").



Alterations"), subject to Landlord's advance written approval of detailed plans and specifications with respect thereto. The Second Amendment Allowance Alterations (to the extent approved in advance by Landlord) must be performed by Tenant in accordance with all terms and conditions of the Original Lease (including, without limitation, Section 23 of the Initial Lease). The disbursement of the Second Amendment Allowance to Tenant shall be made by Landlord within thirty (30) days after the later to occur of (i) completion of all work for which Tenant will seek reimbursement from Landlord pursuant to the Second Amendment Allowance (and confirmation from Landlord that no substandard work has been performed), (ii) Landlord's receipt of reasonably detailed invoices evidencing the actual and reasonable costs and expenses paid by Tenant to unaffiliated third parties for the performance of the Second Amendment Allowance Alterations, (iii) Landlord's receipt of unconditional lien waivers from all contractors and subcontractors who have performed work in or about the Premises in connection with the Second Amendment Allowance Alterations, and (iv) any other information reasonably requested by Landlord in connection therewith. Notwithstanding the foregoing, in no event shall Landlord be obligated to make disbursements pursuant to this Section in a total amount which exceeds the Second Amendment Allowance, and in no event shall Tenant be entitled to any portion of the Second Amendment Allowance not requested by Tenant in writing (in accordance with the terms and conditions hereof) on or prior to the date that is nine (9) months following the date of this Amendment. Promptly following the conclusion of construction, Tenant shall deliver to Landlord (x) final lien releases from all contractors and subcontractors who have performed work in or about the Premises, (y) a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems constructed within the Premises, and (z) two (2) sets of copies of as-built drawings, if applicable. Subject to the terms and conditions contained herein, Tenant may use any unused and unallocated portion of the Second Amendment Allowance towards the payment of monthly Minimum Rent due under the Lease. If any portion of the Second Amendment Allowance is to be used towards the payment of monthly Minimum Rent due under the Lease, then in addition to any other requirements stated herein (including, without limitation, the requirement that Tenant apply any unused portion of the Second Amendment Allowance against Minimum Rent within nine (9) months following the date of this Amendment), such credit shall be subject to there being no outstanding construction projects by or for the benefit of Tenant within the Premises which, in the reasonable judgment of Landlord, will cost in excess of the balance of the Second Amendment Allowance.

9. Confidentiality. Tenant shall keep the terms of this Amendment confidential, which may not be disclosed to any third party except (i) to Tenant's and its affiliates' and investors', officers, personnel, directors, employees, lenders, attorneys, advisors and other representatives on a "need to know" basis, provided that Tenant informs the same of its obligations hereunder, and Tenant shall be responsible for any release of such terms by such parties, or (ii) if Tenant is compelled to disclose the terms of this Amendment by judicial process, provided Tenant provides Landlord written notice prior to any such disclosure by judicial process. If Tenant or such third parties disclose such terms in violation of this Section, then Landlord shall be entitled to recover any damages incurred by Landlord as a result thereof, and pursue any remedies available to Landlord at law or in equity.

10. Estoppel. Tenant warrants, represents and certifies to Landlord that as of the date of this Amendment: (a) Landlord is not in default under the Lease; and (b) Tenant does not have any defenses or offsets to payment of rent and performance of its obligations under the Lease as and when same becomes due.

11. Attorneys' Fees. In the event either party shall commence an action to enforce any provision of this Amendment (or the Lease), the prevailing party in such action shall be entitled to receive from the other party, in addition to damages, equitable or other relief, any and all costs and expenses incurred, including reasonable attorneys' fees and court costs and the fees and costs of expert witnesses, and fees incurred to enforce any judgment obtained. This provision with respect to attorneys' fees incurred to enforce a judgment shall be severable from all other provisions of the Lease, shall survive any judgment,



and shall not be deemed merged into the judgment. Tenant shall also reimburse Landlord for all costs incurred by Landlord in connection with enforcing its rights under the Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended, including without limitation, legal fees, experts' fees and expenses, court costs and consulting fees.

12. Broker. Tenant represents and warrants to Landlord that it has not dealt with any broker with respect to this Amendment and/or the extension of the Term. If Tenant has dealt with any broker, agent or other person with respect to this Amendment, Tenant shall be solely responsible for the payment of any fees due said person or firm and Tenant shall protect, indemnify, hold harmless and defend Landlord from any liability in respect thereto.

13. Authority. Tenant has full power and authority to enter into this Amendment and the person signing on behalf of Tenant has been fully authorized to do so by all necessary corporate or partnership action on the part of Tenant.

14. Further Assurances. Each of the parties hereto agrees to execute and deliver all such further documents and to take all such further actions as may be reasonably requested by the other party hereto to effectuate fully the terms and provisions of this Amendment, provided such documents or actions do not limit, reduce or impair the rights of the party upon whom such request is made.

15. Invalidity of Provisions. If any provision of this Amendment is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of any such provision shall not affect the validity and enforceability of the remaining provisions hereof.

16. Original Lease in Full Force. Except for those provisions which are inconsistent with this Amendment and those terms, covenants and conditions for which performance has heretofore been completed, all other terms, covenants and conditions of the Original Lease shall remain unmodified and in full force and effect. Landlord and Tenant ratify the Original Lease, as amended hereby.

17. Counterparts; Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Amendment may be executed by a party's signature transmitted electronically, and copies of this Amendment executed and delivered by electronic means shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All parties hereto may rely upon electronic signatures as if such signatures were original wet signatures. Any party executing and delivering this Amendment by electronic means shall, if requested by the other party, promptly thereafter deliver a counterpart signature page of this Amendment containing said party's original signature; provided, however, any failure to do so shall not affect the enforceability of this Amendment. All parties hereto agree that a signature page executed and delivered by electronic means may be introduced into evidence in any proceeding arising out of or related to this Amendment as if it were an original wet signature page.

18. Binding Effect. This Amendment shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Tenant and its permitted successors and permitted assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first above written.

LANDLORD:

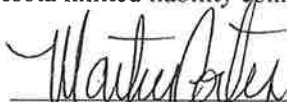
NF PLANT ENTERPRISES, L.P.,
a California limited partnership

By: Decron Properties Corp.,
a California corporation
Its Managing Agent

By: 
Name: David J. Nagel
Title: President and CEO

TENANT:

OCB RESTAURANT COMPANY, LLC,
a Minnesota limited liability company

By: 
Name: MARTIN CORTES
Title: CFO

Attachment 4 - Fresh Acquisitions - Lease Ledger.pdf

Description - Lease Ledger

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
1/1/2005	Monthly Rent (01/2005)	7868	15,238.13	0.00	15,238.13
1/1/2005	Common Area Maintenance (01/2005)	7868	3,171.00	0.00	18,409.13
1/21/2005	Chk# 310904 Payment Jan'05		0.00	18,409.13	0.00
2/1/2005	Monthly Rent (02/2005)	7868	15,238.13	0.00	15,238.13
2/1/2005	Common Area Maintenance (02/2005)	7868	3,171.00	0.00	18,409.13
2/3/2005	Chk# 314462 Payment Feb'05		0.00	18,409.13	0.00
3/1/2005	Monthly Rent (03/2005)		15,238.13	0.00	15,238.13
3/1/2005	Common Area Maintenance (03/2005)		3,171.00	0.00	18,409.13
3/3/2005	Chk# 20318214 Payment March'05		0.00	18,409.13	0.00
4/1/2005	Monthly Rent (04/2005)		15,238.13	0.00	15,238.13
4/1/2005	Common Area Maintenance (04/2005)		3,171.00	0.00	18,409.13
4/5/2005	Chk# 20322289 PMNT.FOR APR'05		0.00	18,409.13	0.00
4/26/2005	Jan - April 2005 CAM		516.00	0.00	516.00
5/1/2005	Monthly Rent (05/2005)		15,238.13	0.00	15,754.13
5/1/2005	Common Area Maintenance (05/2005)		3,300.00	0.00	19,054.13
5/5/2005	Chk# 20325947 Payment for May '05		0.00	18,409.13	645.00
5/10/2005	Chk# wire		0.00	645.00	0.00
6/1/2005	Monthly Rent (06/2005)		15,238.13	0.00	15,238.13
6/1/2005	Common Area Maintenance (06/2005)		3,300.00	0.00	18,538.13
6/1/2005	Chk# 10007397 EFT PAYMENT FOR MONTH OF JUNE'05		0.00	18,538.13	0.00
7/1/2005	Monthly Rent (07/2005)	7868	15,238.13	0.00	15,238.13
7/1/2005	Common Area Maintenance (07/2005)	7868	3,300.00	0.00	18,538.13
7/1/2005	Chk# WR/TR#050630 RENT JUL'05		0.00	18,538.13	0.00
8/1/2005	Monthly Rent (08/2005)	7868	15,238.13	0.00	15,238.13
8/1/2005	Common Area Maintenance (08/2005)	7868	3,300.00	0.00	18,538.13
8/1/2005	2004 CAM Reconciliation		-1,431.00	0.00	17,107.13
8/1/2005	Chk# ACH PAYMENT 08/05 RENT		0.00	18,538.13	-1,431.00
9/1/2005	Monthly Rent (09/2005)	7868	15,238.13	0.00	13,807.13
9/1/2005	Common Area Maintenance (09/2005)	7868	3,300.00	0.00	17,107.13
9/1/2005	Chk# ACH PAYMENT SEPT'05 RENT		0.00	17,107.13	0.00
10/1/2005	Monthly Rent (10/2005)	7868	15,238.13	0.00	15,238.13
10/1/2005	Common Area Maintenance (10/2005)	7868	3,300.00	0.00	18,538.13
10/4/2005	Chk# ACH PAYMENT OCT'05 RENT		0.00	18,538.13	0.00
11/1/2005	Monthly Rent (11/2005)	7868	15,238.13	0.00	15,238.13

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
11/1/2005	Common Area Maintenance (11/2005)	7868	3,300.00	0.00	18,538.13
11/4/2005	Chk# ACH PAYMENT nOV'05 RENT		0.00	18,538.13	0.00
12/1/2005	Monthly Rent (12/2005)	7868	15,238.13	0.00	15,238.13
12/1/2005	Common Area Maintenance (12/2005)	7868	3,300.00	0.00	18,538.13
12/1/2005	Chk# ach		0.00	18,538.13	0.00
1/1/2006	Monthly Rent (01/2006)	7868	15,238.13	0.00	15,238.13
1/1/2006	Common Area Maintenance (01/2006)	7868	3,300.00	0.00	18,538.13
1/6/2006	2006 Budget		92.00	0.00	18,630.13
1/12/2006	Chk# EFT		0.00	18,538.13	92.00
1/17/2006	Chk# EFT		0.00	92.00	0.00
2/1/2006	Monthly Rent (02/2006)	7868	15,238.13	0.00	15,238.13
2/1/2006	Common Area Maintenance (02/2006)	7868	3,392.00	0.00	18,630.13
2/1/2006	Chk# EFT		0.00	18,630.13	0.00
3/1/2006	Monthly Rent (03/2006)	7868	15,238.13	0.00	15,238.13
3/1/2006	Common Area Maintenance (03/2006)	7868	3,392.00	0.00	18,630.13
3/1/2006	Chk# EFT MARCH'06 RENT		0.00	18,630.13	0.00
4/1/2006	Monthly Rent (04/2006)	7868	15,238.13	0.00	15,238.13
4/1/2006	Common Area Maintenance (04/2006)	7868	3,392.00	0.00	18,630.13
4/3/2006	Chk# ach		0.00	18,630.13	0.00
5/1/2006	Monthly Rent (05/2006)	7868	15,238.13	0.00	15,238.13
5/1/2006	Common Area Maintenance (05/2006)	7868	3,392.00	0.00	18,630.13
5/8/2006	Chk# ACH MAY'06 RENT		0.00	18,630.13	0.00
6/1/2006	Monthly Rent (06/2006)	7868	15,238.13	0.00	15,238.13
6/1/2006	Common Area Maintenance (06/2006)	7868	3,392.00	0.00	18,630.13
6/5/2006	Chk# eft		0.00	18,630.13	0.00
7/1/2006	Monthly Rent (07/2006)	7868	15,238.13	0.00	15,238.13
7/1/2006	Common Area Maintenance (07/2006)	7868	3,392.00	0.00	18,630.13
7/5/2006	Chk# ACH JULY'2006 RENT		0.00	18,630.13	0.00
8/1/2006	Monthly Rent (08/2006)	7868	15,238.13	0.00	15,238.13
8/1/2006	Common Area Maintenance (08/2006)	7868	3,392.00	0.00	18,630.13
8/1/2006	Chk# EFT AUGUST'06 RENT		0.00	18,630.13	0.00
9/1/2006	Monthly Rent (09/2006)	7868	15,238.13	0.00	15,238.13
9/1/2006	Common Area Maintenance (09/2006)	7868	3,392.00	0.00	18,630.13
9/1/2006	Chk# eft Sept'06 rent		0.00	18,630.13	0.00
10/1/2006	Monthly Rent (10/2006)	7868	15,238.13	0.00	15,238.13
10/1/2006	Common Area Maintenance (10/2006)	7868	3,392.00	0.00	18,630.13
10/3/2006	Chk# eft OCTOBER '06 RENT		0.00	18,630.13	0.00

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
11/1/2006	Monthly Rent (11/2006)	7868	15,238.13	0.00	15,238.13
11/1/2006	Common Area Maintenance (11/2006)	7868	3,392.00	0.00	18,630.13
11/1/2006	Chk# ach Nov'06 rent		0.00	18,630.13	0.00
12/1/2006	Monthly Rent (12/2006)	7868	15,238.13	0.00	15,238.13
12/1/2006	Common Area Maintenance (12/2006)	7868	3,392.00	0.00	18,630.13
12/1/2006	Chk# ACH December 2006		0.00	18,630.13	0.00
1/1/2007	Monthly Rent (01/2007)	7868	15,238.13	0.00	15,238.13
1/1/2007	Common Area Maintenance (01/2007)	7868	3,392.00	0.00	18,630.13
1/2/2007	Chk# ACH JAN'07 RENT		0.00	18,630.13	0.00
2/1/2007	Monthly Rent (02/2007)	7868	15,238.13	0.00	15,238.13
2/1/2007	Common Area Maintenance (02/2007)	7868	3,392.00	0.00	18,630.13
2/1/2007	Chk# ach Feb'07 Rent		0.00	18,630.13	0.00
3/1/2007	Monthly Rent (03/2007)	7868	15,238.13	0.00	15,238.13
3/1/2007	Common Area Maintenance (03/2007)	7868	3,392.00	0.00	18,630.13
3/8/2007	Chk# ach March 2007 rent		0.00	18,630.13	0.00
4/1/2007	Monthly Rent (04/2007)	7868	15,238.13	0.00	15,238.13
4/1/2007	Common Area Maintenance (04/2007)	7868	3,392.00	0.00	18,630.13
4/2/2007	Chk# ach April 2007 rent		0.00	18,630.13	0.00
5/1/2007	Monthly Rent (05/2007)	7868	15,238.13	0.00	15,238.13
5/1/2007	Common Area Maintenance (05/2007)	7868	3,392.00	0.00	18,630.13
5/2/2007	Chk# ach May'07 Rent		0.00	18,630.13	0.00
6/1/2007	Monthly Rent (06/2007)	7868	15,238.13	0.00	15,238.13
6/1/2007	Common Area Maintenance (06/2007)	7868	3,392.00	0.00	18,630.13
6/4/2007	Chk# ach June'07 rent/cam payment		0.00	18,630.13	0.00
7/1/2007	Monthly Rent (07/2007)	7868	15,238.13	0.00	15,238.13
7/1/2007	Common Area Maintenance (07/2007)	7868	3,392.00	0.00	18,630.13
7/2/2007	Chk# ACH July'07 Rent/Cam Payment		0.00	18,630.13	0.00
8/1/2007	Monthly Rent (08/2007)	7868	15,238.13	0.00	15,238.13
8/1/2007	Common Area Maintenance (08/2007)	7868	3,392.00	0.00	18,630.13
8/1/2007	Chk# ach Aug'07 rent and cam payment		0.00	18,630.13	0.00
9/1/2007	Monthly Rent (09/2007)	7868	15,238.13	0.00	15,238.13
9/1/2007	Common Area Maintenance (09/2007)	7868	3,392.00	0.00	18,630.13
9/4/2007	Chk# ach Sept'07 rent/cam payment		0.00	18,630.13	0.00
10/1/2007	Monthly Rent (10/2007)	7868	15,238.13	0.00	15,238.13
10/1/2007	Common Area Maintenance (10/2007)	7868	3,392.00	0.00	18,630.13
10/1/2007	Chk# ach Oct'07 Rent and Cam payment		0.00	18,630.13	0.00
11/1/2007	2006 CAM Reconciliation		-52.58	0.00	-52.58

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
11/1/2007	Monthly Rent (11/2007)	7868	15,238.13	0.00	15,185.55
11/1/2007	Common Area Maintenance (11/2007)	7868	3,392.00	0.00	18,577.55
11/2/2007	Chk# ach Nov'07 rent and cam payment		0.00	18,630.13	-52.58
12/1/2007	Monthly Rent (12/2007)	7868	15,238.13	0.00	15,185.55
12/1/2007	Common Area Maintenance (12/2007)	7868	3,392.00	0.00	18,577.55
12/5/2007	Chk# ach Dec'07 rent and cam payment		0.00	18,577.55	0.00
1/1/2008	Monthly Rent (01/2008)	7868	15,238.13	0.00	15,238.13
1/1/2008	Common Area Maintenance (01/2008)	7868	3,392.00	0.00	18,630.13
1/2/2008	Chk# ach Jan'08 rent and cam payment		0.00	18,630.13	0.00
2/1/2008	Monthly Rent (02/2008)	7868	15,238.13	0.00	15,238.13
2/1/2008	Common Area Maintenance (02/2008)	7868	3,392.00	0.00	18,630.13
2/1/2008	Chk# ach Feb'08 rent and cam payment		0.00	18,630.13	0.00
3/1/2008	Monthly Rent (03/2008)	7868	15,238.13	0.00	15,238.13
3/1/2008	Common Area Maintenance (03/2008)	7868	3,392.00	0.00	18,630.13
3/4/2008	Chk# ach March'08 rent and cam payment		0.00	18,630.13	0.00
4/1/2008	Monthly Rent (04/2008)	7868	15,238.13	0.00	15,238.13
4/1/2008	Common Area Maintenance (04/2008)	7868	3,392.00	0.00	18,630.13
4/1/2008	Chk# ach April 2008 payment		0.00	18,630.13	0.00
5/1/2008	Monthly Rent (05/2008)	7868	15,238.13	0.00	15,238.13
5/1/2008	Common Area Maintenance (05/2008)	7868	3,392.00	0.00	18,630.13
5/1/2008	Chk# ach May'08 rent and cam payment		0.00	18,630.13	0.00
6/1/2008	Monthly Rent (06/2008)	7868	15,238.13	0.00	15,238.13
6/1/2008	Common Area Maintenance (06/2008)	7868	3,392.00	0.00	18,630.13
6/3/2008	Chk# ach June'08 rent and cam payment		0.00	18,630.13	0.00
7/1/2008	2007 Operating Expense Reconciliation		8,162.19	0.00	8,162.19
7/1/2008	Monthly Rent (07/2008)	7868	15,238.13	0.00	23,400.32
7/1/2008	Common Area Maintenance (07/2008)	7868	4,919.87	0.00	28,320.19
7/1/2008	Chk# ACH JULY'08 RENT AND CAM PAYMENT		0.00	18,630.13	9,690.06
7/9/2008	Chk# ach Camrec07 and cam payment		0.00	8,794.62	895.44
8/1/2008	Monthly Rent (08/2008)	7868	15,238.13	0.00	16,133.57
8/1/2008	Common Area Maintenance (08/2008)	7868	4,919.87	0.00	21,053.44
8/1/2008	Chk# ach Aug'08 rent and cam payment		0.00	20,256.09	797.35
9/1/2008	Monthly Rent (09/2008)	7868	15,238.13	0.00	16,035.48
9/1/2008	Common Area Maintenance (09/2008)	7868	4,919.87	0.00	20,955.35
9/2/2008	Chk# ach Sept'08 rent and cam payment		0.00	20,256.09	699.26
10/1/2008	Monthly Rent (10/2008)	7868	15,238.13	0.00	15,937.39
10/1/2008	Common Area Maintenance (10/2008)	7868	4,919.87	0.00	20,857.26

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
10/1/2008	Chk# ach October'08 rent and cam payment		0.00	20,256.09	601.17
11/1/2008	Monthly Rent (11/2008)	7868	15,238.13	0.00	15,839.30
11/1/2008	Common Area Maintenance (11/2008)	7868	4,919.87	0.00	20,759.17
11/11/2008	Chk# ach Nov'08 rent and cam payment		0.00	20,256.09	503.08
12/1/2008	Monthly Rent (12/2008)	7868	15,238.13	0.00	15,741.21
12/1/2008	Common Area Maintenance (12/2008)	7868	4,919.87	0.00	20,661.08
12/1/2008	Chk# ach Dec'08 rent and cam payment and July'08 cam payment		0.00	20,256.09	404.99
1/1/2009	Monthly Rent (01/2009)	7868	15,238.13	0.00	15,643.12
1/1/2009	Common Area Maintenance (01/2009)	7868	4,919.87	0.00	20,562.99
1/6/2009	Chk# ach Jan'09 rent and cam payment		0.00	20,256.09	306.90
2/1/2009	Common Area Maintenance (02/2009)	7868	4,919.87	0.00	5,226.77
2/1/2009	Monthly Rent (02/2009)	7868	15,238.13	0.00	20,464.90
2/3/2009	Chk# ach Feb'09 rent and cam payment		0.00	20,256.09	208.81
3/1/2009	Common Area Maintenance (03/2009)	7868	4,919.87	0.00	5,128.68
3/1/2009	Monthly Rent (03/2009)	7868	15,238.13	0.00	20,366.81
3/3/2009	Chk# ach March'09 rent and cam payment		0.00	20,256.09	110.72
4/1/2009	2009 BUDGET YTD Adjustment (01/01/09 to 03/31/09)		-2,732.13	0.00	-2,621.41
4/1/2009	Common Area Maintenance (04/2009) 30 days	7868	1,496.59	0.00	-1,124.82
4/1/2009	Passthru Insurance (04/2009) 30 days	7868	226.20	0.00	-898.62
4/1/2009	Monthly Rent (04/2009)	7868	15,238.13	0.00	14,339.51
4/1/2009	Passthru Property Tax (04/2009) 30 days	7868	2,286.37	0.00	16,625.88
4/1/2009	Chk# ach April'09 rent, cam, insurance and tax payment		0.00	20,256.09	-3,630.21
4/7/2009	2008 CAM Reconciliation		3,416.73	0.00	-213.48
5/1/2009	Common Area Maintenance (05/2009)	7868	1,496.59	0.00	1,283.11
5/1/2009	Passthru Insurance (05/2009)	7868	226.20	0.00	1,509.31
5/1/2009	Monthly Rent (05/2009)	7868	15,238.13	0.00	16,747.44
5/1/2009	Passthru Property Tax (05/2009)	7868	2,286.37	0.00	19,033.81
5/8/2009	Chk# ach May'09 rent, cam, insurance and tax payment		0.00	15,212.09	3,821.72
6/1/2009	Common Area Maintenance (06/2009)	7868	1,496.59	0.00	5,318.31
6/1/2009	Passthru Insurance (06/2009)	7868	226.20	0.00	5,544.51
6/1/2009	Monthly Rent (06/2009)	7868	15,238.13	0.00	20,782.64
6/1/2009	Passthru Property Tax (06/2009)	7868	2,286.37	0.00	23,069.01
6/4/2009	Chk# ach June'09 rent,cam,insurance,tax payment		0.00	19,247.29	3,821.72
6/9/2009	CR to correct incorrect amount billed in 07/2008		-1,625.96	0.00	2,195.76
7/1/2009	Common Area Maintenance (07/2009)	7868	1,496.59	0.00	3,692.35
7/1/2009	Passthru Insurance (07/2009)	7868	226.20	0.00	3,918.55
7/1/2009	Monthly Rent (07/2009)	7868	15,238.13	0.00	19,156.68

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
7/1/2009	Passthru Property Tax (07/2009)	7868	2,286.37	0.00	21,443.05
7/2/2009	Chk# ach July'09 rent,cam,insurance,tax and camrec08 payment		0.00	19,247.29	2,195.76
8/1/2009	Common Area Maintenance (08/2009)	7868	1,496.59	0.00	3,692.35
8/1/2009	Passthru Insurance (08/2009)	7868	226.20	0.00	3,918.55
8/1/2009	Monthly Rent (08/2009)	7868	15,238.13	0.00	19,156.68
8/1/2009	Passthru Property Tax (08/2009)	7868	2,286.37	0.00	21,443.05
8/5/2009	Chk# ACH AUG'09 RENT,CAM,INSURANCE AND TAX PAYMENT		0.00	19,247.29	2,195.76
8/17/2009	Chk# ach Camrec08 payment		0.00	3,416.73	-1,220.97
9/1/2009	Common Area Maintenance (09/2009)	7868	1,496.59	0.00	275.62
9/1/2009	Passthru Insurance (09/2009)	7868	226.20	0.00	501.82
9/1/2009	Monthly Rent (09/2009)	7868	15,238.13	0.00	15,739.95
9/1/2009	Passthru Property Tax (09/2009)	7868	2,286.37	0.00	18,026.32
9/2/2009	Chk# ach Sept'09 rent, cam,insurance and tax payment		0.00	19,247.29	-1,220.97
10/1/2009	Common Area Maintenance (10/2009)	7868	1,496.59	0.00	275.62
10/1/2009	Passthru Insurance (10/2009)	7868	226.20	0.00	501.82
10/1/2009	Monthly Rent (10/2009)	7868	15,238.13	0.00	15,739.95
10/1/2009	Passthru Property Tax (10/2009)	7868	2,286.37	0.00	18,026.32
10/1/2009	Chk# ach Oct'09 rent,cam,insurance, tax payment		0.00	19,247.29	-1,220.97
11/1/2009	Common Area Maintenance (11/2009)	7868	1,496.59	0.00	275.62
11/1/2009	Passthru Insurance (11/2009)	7868	226.20	0.00	501.82
11/1/2009	Monthly Rent (11/2009)	7868	15,238.13	0.00	15,739.95
11/1/2009	Passthru Property Tax (11/2009)	7868	2,286.37	0.00	18,026.32
11/3/2009	Chk# ach Nov'09 rent,cam,insurance, tax and prepay payment		0.00	19,247.29	-1,220.97
12/1/2009	Monthly Rent (12/2009)	7868	15,238.13	0.00	14,017.16
12/1/2009	Common Area Maintenance (12/2009)	7868	1,496.59	0.00	15,513.75
12/1/2009	Passthru Property Tax (12/2009)	7868	2,286.37	0.00	17,800.12
12/1/2009	Passthru Insurance (12/2009)	7868	226.20	0.00	18,026.32
12/3/2009	Chk# ach Dec'09 rent,cam,insurance, tax payment		0.00	19,247.29	-1,220.97
1/1/2010	Monthly Rent (01/2010)	7868	16,380.98	0.00	15,160.01
1/1/2010	Common Area Maintenance (01/2010)	7868	1,496.59	0.00	16,656.60
1/1/2010	Passthru Property Tax (01/2010)	7868	2,286.37	0.00	18,942.97
1/1/2010	Passthru Insurance (01/2010)	7868	226.20	0.00	19,169.17
1/6/2010	Chk# ach Jan'10 rent,cam.ins and tax payment		0.00	19,247.29	-78.12
1/25/2010	Chk# PMNT#133619 WR/TR JAN'10		0.00	1,142.85	-1,220.97
2/1/2010	Monthly Rent (02/2010)	7868	16,380.98	0.00	15,160.01
2/1/2010	Common Area Maintenance (02/2010)	7868	1,400.93	0.00	16,560.94
2/1/2010	Passthru Property Tax (02/2010)	7868	2,309.16	0.00	18,870.10

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
2/1/2010	Passthru Insurance (02/2010)	7868	291.26	0.00	19,161.36
2/1/2010	2010 Budget YTD ADJ CAM (01-01-2010 to 01-31-2010)		-95.66	0.00	19,065.70
2/1/2010	2010 Budget YTD ADJ INSURANCE (01-01-2010 to 01-31-2010)		65.06	0.00	19,130.76
2/1/2010	2010 Budget YTD ADJ TAX (01-01-2010 to 01-31-2010)		22.79	0.00	19,153.55
2/2/2010	Chk# ach Feb'10 rent,cam,ins and tax payment		0.00	20,390.14	-1,236.59
3/1/2010	Monthly Rent (03/2010)	7868	16,380.98	0.00	15,144.39
3/1/2010	Common Area Maintenance (03/2010)	7868	1,400.93	0.00	16,545.32
3/1/2010	Passthru Property Tax (03/2010)	7868	2,309.16	0.00	18,854.48
3/1/2010	Passthru Insurance (03/2010)	7868	291.26	0.00	19,145.74
3/2/2010	Chk# ach March'10 rent,cam,ins, tax and prepaid		0.00	20,374.52	-1,228.78
4/1/2010	Monthly Rent (04/2010)	7868	16,380.98	0.00	15,152.20
4/1/2010	Common Area Maintenance (04/2010)	7868	1,400.93	0.00	16,553.13
4/1/2010	Passthru Property Tax (04/2010)	7868	2,309.16	0.00	18,862.29
4/1/2010	Passthru Insurance (04/2010)	7868	291.26	0.00	19,153.55
4/1/2010	2009 Op.Ex. Reconciliation		7.45	0.00	19,161.00
4/6/2010	Chk# ach April'10 rent,cam,ins,tax and camrec09 payment		0.00	20,382.33	-1,221.33
4/20/2010	Chk# WR/TR		0.00	7.46	-1,228.79
5/1/2010	Monthly Rent (05/2010)	7868	16,380.98	0.00	15,152.19
5/1/2010	Common Area Maintenance (05/2010)	7868	1,400.93	0.00	16,553.12
5/1/2010	Passthru Property Tax (05/2010)	7868	2,309.16	0.00	18,862.28
5/1/2010	Passthru Insurance (05/2010)	7868	291.26	0.00	19,153.54
5/6/2010	Chk# ach May'10 rent,cam,insurance and tax payment		0.00	20,382.33	-1,228.79
6/1/2010	Monthly Rent (06/2010)	7868	16,380.98	0.00	15,152.19
6/1/2010	Common Area Maintenance (06/2010)	7868	1,400.93	0.00	16,553.12
6/1/2010	Passthru Property Tax (06/2010)	7868	2,309.16	0.00	18,862.28
6/1/2010	Passthru Insurance (06/2010)	7868	291.26	0.00	19,153.54
6/2/2010	Chk# ach June'10 rent,cam,ins and tax payment		0.00	20,382.33	-1,228.79
7/1/2010	Monthly Rent (07/2010)	7868	16,380.98	0.00	15,152.19
7/1/2010	Common Area Maintenance (07/2010)	7868	1,400.93	0.00	16,553.12
7/1/2010	Passthru Property Tax (07/2010)	7868	2,309.16	0.00	18,862.28
7/1/2010	Passthru Insurance (07/2010)	7868	291.26	0.00	19,153.54
7/1/2010	Chk# ach July'10 rent payment		0.00	20,382.33	-1,228.79
8/1/2010	Monthly Rent (08/2010)	7868	16,380.98	0.00	15,152.19
8/1/2010	Common Area Maintenance (08/2010)	7868	1,400.93	0.00	16,553.12
8/1/2010	Passthru Property Tax (08/2010)	7868	2,309.16	0.00	18,862.28
8/1/2010	Passthru Insurance (08/2010)	7868	291.26	0.00	19,153.54
8/2/2010	Chk# ach Aug'10 rent/tax/ins/cam pymt		0.00	20,382.33	-1,228.79

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
9/1/2010	Monthly Rent (09/2010)	7868	16,380.98	0.00	15,152.19
9/1/2010	Common Area Maintenance (09/2010)	7868	1,400.93	0.00	16,553.12
9/1/2010	Passthru Property Tax (09/2010)	7868	2,309.16	0.00	18,862.28
9/1/2010	Passthru Insurance (09/2010)	7868	291.26	0.00	19,153.54
9/1/2010	Chk# ach 09/10 pmt.		0.00	20,382.33	-1,228.79
10/1/2010	Monthly Rent (10/2010)	7868	16,380.98	0.00	15,152.19
10/1/2010	Common Area Maintenance (10/2010)	7868	1,400.93	0.00	16,553.12
10/1/2010	Passthru Property Tax (10/2010)	7868	2,309.16	0.00	18,862.28
10/1/2010	Passthru Insurance (10/2010)	7868	291.26	0.00	19,153.54
10/1/2010	Chk# ach Oct'10 rent,cam,ins and tax payment		0.00	20,382.33	-1,228.79
11/1/2010	Monthly Rent (11/2010)	7868	16,380.98	0.00	15,152.19
11/1/2010	Common Area Maintenance (11/2010)	7868	1,400.93	0.00	16,553.12
11/1/2010	Passthru Property Tax (11/2010)	7868	2,309.16	0.00	18,862.28
11/1/2010	Passthru Insurance (11/2010)	7868	291.26	0.00	19,153.54
11/1/2010	Chk# ach Nov'10 rent,cam,ins and tax payment		0.00	20,382.33	-1,228.79
12/1/2010	Monthly Rent (12/2010)	7868	16,380.98	0.00	15,152.19
12/1/2010	Common Area Maintenance (12/2010)	7868	1,400.93	0.00	16,553.12
12/1/2010	Passthru Property Tax (12/2010)	7868	2,309.16	0.00	18,862.28
12/1/2010	Passthru Insurance (12/2010)	7868	291.26	0.00	19,153.54
12/2/2010	Chk# ach Dec'10 rent,cam,ins and tax payment		0.00	20,382.33	-1,228.79
1/1/2011	Monthly Rent (01/2011)	7868	16,380.98	0.00	15,152.19
1/1/2011	Common Area Maintenance (01/2011)	7868	1,400.93	0.00	16,553.12
1/1/2011	Passthru Property Tax (01/2011)	7868	2,309.16	0.00	18,862.28
1/1/2011	Passthru Insurance (01/2011)	7868	291.26	0.00	19,153.54
1/28/2011	Chk# Ach-Jan'11 Jan'11 rent,cam,ins and tax payment		0.00	20,382.33	-1,228.79
2/1/2011	Monthly Rent (02/2011)	7868	16,380.98	0.00	15,152.19
2/1/2011	Common Area Maintenance (02/2011)	7868	1,400.93	0.00	16,553.12
2/1/2011	Passthru Property Tax (02/2011)	7868	2,309.16	0.00	18,862.28
2/1/2011	Passthru Insurance (02/2011)	7868	291.26	0.00	19,153.54
2/2/2011	Chk# ACH-FEB 2011 Feb'11 rent, cam, ins and tax payment		0.00	20,382.33	-1,228.79
3/1/2011	Monthly Rent (03/2011)	7868	16,380.98	0.00	15,152.19
3/1/2011	Common Area Maintenance (03/2011)	7868	1,400.93	0.00	16,553.12
3/1/2011	Passthru Property Tax (03/2011)	7868	2,309.16	0.00	18,862.28
3/1/2011	Passthru Insurance (03/2011)	7868	291.26	0.00	19,153.54
3/3/2011	Chk# ach-March March'11 rent,cam,ins and tax pyment		0.00	20,382.33	-1,228.79
4/1/2011	Monthly Rent (04/2011)	7868	16,380.98	0.00	15,152.19
4/1/2011	Common Area Maintenance (04/2011)	7868	1,400.93	0.00	16,553.12

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
4/1/2011	Passthru Property Tax (04/2011)	7868	2,309.16	0.00	18,862.28
4/1/2011	Passthru Insurance (04/2011)	7868	291.26	0.00	19,153.54
4/5/2011	Chk# ach April'11 rent,cam,insurnace and tax payment		0.00	20,382.33	-1,228.79
5/1/2011	Monthly Rent (05/2011)	7868	16,380.98	0.00	15,152.19
5/1/2011	Common Area Maintenance (05/2011)	7868	1,400.93	0.00	16,553.12
5/1/2011	Passthru Property Tax (05/2011)	7868	2,309.16	0.00	18,862.28
5/1/2011	Passthru Insurance (05/2011)	7868	291.26	0.00	19,153.54
5/1/2011	2011 YTD CAM ADJ		-240.34	0.00	18,913.20
5/1/2011	2011 YTD INS ADJ		-543.48	0.00	18,369.72
5/1/2011	2011 YTD TAX ADJ		563.05	0.00	18,932.77
5/3/2011	Chk# ach-may May'11 rent,cam,ins and tax payment		0.00	20,382.33	-1,449.56
6/1/2011	Monthly Rent (06/2011)	7868	16,380.98	0.00	14,931.42
6/1/2011	Common Area Maintenance (06/2011)	7868	1,352.86	0.00	16,284.28
6/1/2011	Passthru Property Tax (06/2011)	7868	2,421.77	0.00	18,706.05
6/1/2011	Passthru Insurance (06/2011)	7868	182.56	0.00	18,888.61
6/2/2011	Chk# ach-June June'11 rent,cam,ins and tax payment		0.00	20,382.33	-1,493.72
6/24/2011	2010 CAM Reconciliation		-272.71	0.00	-1,766.43
7/1/2011	Monthly Rent (07/2011)	7868	16,380.98	0.00	14,614.55
7/1/2011	Common Area Maintenance (07/2011)	7868	1,352.86	0.00	15,967.41
7/1/2011	Passthru Property Tax (07/2011)	7868	2,421.77	0.00	18,389.18
7/1/2011	Passthru Insurance (07/2011)	7868	182.56	0.00	18,571.74
7/5/2011	Chk# ACH-JULY July'11 rent,cam,insurance and tax payment		0.00	20,073.21	-1,501.47
8/1/2011	Monthly Rent (08/2011)	7868	16,380.98	0.00	14,879.51
8/1/2011	Common Area Maintenance (08/2011)	7868	1,352.86	0.00	16,232.37
8/1/2011	Passthru Property Tax (08/2011)	7868	2,421.77	0.00	18,654.14
8/1/2011	Passthru Insurance (08/2011)	7868	182.56	0.00	18,836.70
8/2/2011	Chk# ach-Aug Aug'11 rent,cam,ins and tax payment		0.00	20,338.17	-1,501.47
9/1/2011	Monthly Rent (09/2011)	7868	16,380.98	0.00	14,879.51
9/1/2011	Common Area Maintenance (09/2011)	7868	1,352.86	0.00	16,232.37
9/1/2011	Passthru Property Tax (09/2011)	7868	2,421.77	0.00	18,654.14
9/1/2011	Passthru Insurance (09/2011)	7868	182.56	0.00	18,836.70
9/2/2011	Chk# ACH-Sept Sept'11 rent,cam,ins and tax payment		0.00	20,065.46	-1,228.76
10/1/2011	Monthly Rent (10/2011)	7868	16,380.98	0.00	15,152.22
10/1/2011	Common Area Maintenance (10/2011)	7868	1,352.86	0.00	16,505.08
10/1/2011	Passthru Property Tax (10/2011)	7868	2,421.77	0.00	18,926.85
10/1/2011	Passthru Insurance (10/2011)	7868	182.56	0.00	19,109.41
10/3/2011	Chk# ACH-Oct Oct'11 rent,ins and tax payment		0.00	20,338.17	-1,228.76

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
11/1/2011	Monthly Rent (11/2011)	7868	16,380.98	0.00	15,152.22
11/1/2011	Common Area Maintenance (11/2011)	7868	1,352.86	0.00	16,505.08
11/1/2011	Passthru Property Tax (11/2011)	7868	2,421.77	0.00	18,926.85
11/1/2011	Passthru Insurance (11/2011)	7868	182.56	0.00	19,109.41
11/1/2011	Chk# ACH-Nov Nov'11 rent,cam,ins and tax payment		0.00	20,338.17	-1,228.76
12/1/2011	Monthly Rent (12/2011)	7868	16,380.98	0.00	15,152.22
12/1/2011	Common Area Maintenance (12/2011)	7868	1,352.86	0.00	16,505.08
12/1/2011	Passthru Property Tax (12/2011)	7868	2,421.77	0.00	18,926.85
12/1/2011	Passthru Insurance (12/2011)	7868	182.56	0.00	19,109.41
12/2/2011	Chk# ach-dec'11 Dec'11 rent,cam,ins & tax payment		0.00	20,338.17	-1,228.76
1/1/2012	Monthly Rent (01/2012)	7868	16,380.98	0.00	15,152.22
1/1/2012	Common Area Maintenance (01/2012)	7868	1,432.43	0.00	16,584.65
1/1/2012	Passthru Property Tax (01/2012)	7868	2,470.20	0.00	19,054.85
1/1/2012	Passthru Insurance (01/2012)	7868	182.56	0.00	19,237.41
1/1/2012	Passthru Insurance (01/2012)	7868	183.16	0.00	19,420.57
2/1/2012	Monthly Rent (02/2012)	7868	16,380.98	0.00	35,801.55
2/1/2012	Common Area Maintenance (02/2012)	7868	1,432.43	0.00	37,233.98
2/1/2012	Passthru Property Tax (02/2012)	7868	2,470.20	0.00	39,704.18
2/1/2012	Passthru Insurance (02/2012)	7868	183.16	0.00	39,887.34
2/3/2012	Chk# ach-feb Feb'12 rent,cam,ins and tax payment		0.00	20,466.77	19,420.57
2/24/2012	Credit - Passthru Insurance (01/2012) - Billed in error		-182.56	0.00	19,238.01
3/1/2012	Monthly Rent (03/2012)	7868	16,380.98	0.00	35,618.99
3/1/2012	Common Area Maintenance (03/2012)	7868	1,432.43	0.00	37,051.42
3/1/2012	Passthru Property Tax (03/2012)	7868	2,470.20	0.00	39,521.62
3/1/2012	Passthru Insurance (03/2012)	7868	183.16	0.00	39,704.78
3/1/2012	Chk# ach payment March'12 rent,cam,ins and tax payment		0.00	20,466.77	19,238.01
4/1/2012	Monthly Rent (04/2012)	7868	16,380.98	0.00	35,618.99
4/1/2012	Common Area Maintenance (04/2012)	7868	1,432.43	0.00	37,051.42
4/1/2012	Passthru Property Tax (04/2012)	7868	2,470.20	0.00	39,521.62
4/1/2012	Passthru Insurance (04/2012)	7868	183.16	0.00	39,704.78
4/3/2012	Chk# ach-Apr April'12 rent, cam, ins and tax payment		0.00	20,466.77	19,238.01
5/1/2012	Monthly Rent (05/2012)	7868	16,380.98	0.00	35,618.99
5/1/2012	Common Area Maintenance (05/2012)	7868	1,432.43	0.00	37,051.42
5/1/2012	Passthru Property Tax (05/2012)	7868	2,470.20	0.00	39,521.62
5/1/2012	Passthru Insurance (05/2012)	7868	183.16	0.00	39,704.78
5/1/2012	Chk# ach-may May'12 rent,cam,ins and tax payment		0.00	20,466.77	19,238.01
6/1/2012	Monthly Rent (06/2012)	7868	16,380.98	0.00	35,618.99

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
6/1/2012	Common Area Maintenance (06/2012)	7868	1,432.43	0.00	37,051.42
6/1/2012	Passthru Property Tax (06/2012)	7868	2,470.20	0.00	39,521.62
6/1/2012	Passthru Insurance (06/2012)	7868	183.16	0.00	39,704.78
6/1/2012	Chk# ACH Payment June'12 rent, cam, ins and tax payment		0.00	20,466.77	19,238.01
6/21/2012	2011 CAM Reconciliation		-1,329.74	0.00	17,908.27
7/1/2012	Monthly Rent (07/2012)	7868	16,380.98	0.00	34,289.25
7/1/2012	Common Area Maintenance (07/2012)	7868	1,432.43	0.00	35,721.68
7/1/2012	Passthru Property Tax (07/2012)	7868	2,470.20	0.00	38,191.88
7/1/2012	Passthru Insurance (07/2012)	7868	183.16	0.00	38,375.04
7/2/2012	Chk# ACH July'12 rent,cam,ins and tax payment		0.00	20,466.77	17,908.27
7/31/2012	Chk# 133619JUL31		0.00	20,466.77	-2,558.50
8/1/2012	Monthly Rent (08/2012)	7868	16,380.98	0.00	13,822.48
8/1/2012	Common Area Maintenance (08/2012)	7868	1,432.43	0.00	15,254.91
8/1/2012	Passthru Property Tax (08/2012)	7868	2,470.20	0.00	17,725.11
8/1/2012	Passthru Insurance (08/2012)	7868	183.16	0.00	17,908.27
8/1/2012	Chk# ACH Aug Aug'12 rent, cam, ins and tax payment		0.00	20,466.77	-2,558.50
9/1/2012	Monthly Rent (09/2012)	7868	16,380.98	0.00	13,822.48
9/1/2012	Common Area Maintenance (09/2012)	7868	1,432.43	0.00	15,254.91
9/1/2012	Passthru Property Tax (09/2012)	7868	2,470.20	0.00	17,725.11
9/1/2012	Passthru Insurance (09/2012)	7868	183.16	0.00	17,908.27
9/4/2012	Chk# ACH Sept'12 rent,cam.ins and tax payment		0.00	20,466.77	-2,558.50
10/1/2012	Monthly Rent (10/2012)	7868	16,380.98	0.00	13,822.48
10/1/2012	Common Area Maintenance (10/2012)	7868	1,432.43	0.00	15,254.91
10/1/2012	Passthru Property Tax (10/2012)	7868	2,470.20	0.00	17,725.11
10/1/2012	Passthru Insurance (10/2012)	7868	183.16	0.00	17,908.27
10/1/2012	Chk# ACH Payment		0.00	20,466.77	-2,558.50
11/1/2012	Monthly Rent (11/2012)	7868	16,380.98	0.00	13,822.48
11/1/2012	Common Area Maintenance (11/2012)	7868	1,432.43	0.00	15,254.91
11/1/2012	Passthru Property Tax (11/2012)	7868	2,470.20	0.00	17,725.11
11/1/2012	Passthru Insurance (11/2012)	7868	183.16	0.00	17,908.27
11/2/2012	Chk# ACH Nov'12 rent,cam,ins and tax payment		0.00	19,137.06	-1,228.79
12/1/2012	Monthly Rent (12/2012)	7868	16,380.98	0.00	15,152.19
12/1/2012	Common Area Maintenance (12/2012)	7868	1,432.43	0.00	16,584.62
12/1/2012	Passthru Property Tax (12/2012)	7868	2,470.20	0.00	19,054.82
12/1/2012	Passthru Insurance (12/2012)	7868	183.16	0.00	19,237.98
12/3/2012	Chk# ACH Dec'12 rent,cam,ins and tax		0.00	20,466.77	-1,228.79
1/1/2013	Monthly Rent (01/2013)	7868	16,380.98	0.00	15,152.19

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
1/1/2013	Common Area Maintenance (01/2013)	7868	1,454.56	0.00	16,606.75
1/1/2013	Passthru Property Tax (01/2013)	7868	2,558.70	0.00	19,165.45
1/1/2013	Passthru Insurance (01/2013)	7868	301.76	0.00	19,467.21
1/2/2013	Chk# ACH Jan'13 rent,cam,ins and tax payment		0.00	20,466.77	-999.56
1/7/2013	Chk# ACH Prepay		0.00	229.23	-1,228.79
2/1/2013	Monthly Rent (02/2013)	7868	16,380.98	0.00	15,152.19
2/1/2013	Common Area Maintenance (02/2013)	7868	1,454.56	0.00	16,606.75
2/1/2013	Passthru Property Tax (02/2013)	7868	2,558.70	0.00	19,165.45
2/1/2013	Passthru Insurance (02/2013)	7868	301.76	0.00	19,467.21
2/1/2013	Chk# ACH Payment		0.00	20,696.00	-1,228.79
3/1/2013	Monthly Rent (03/2013)	7868	16,380.98	0.00	15,152.19
3/1/2013	Common Area Maintenance (03/2013)	7868	1,454.56	0.00	16,606.75
3/1/2013	Passthru Property Tax (03/2013)	7868	2,558.70	0.00	19,165.45
3/1/2013	Passthru Insurance (03/2013)	7868	301.76	0.00	19,467.21
3/1/2013	Chk# ACH Payment		0.00	20,696.00	-1,228.79
4/1/2013	Monthly Rent (04/2013)	7868	16,380.98	0.00	15,152.19
4/1/2013	Common Area Maintenance (04/2013)	7868	1,454.56	0.00	16,606.75
4/1/2013	Passthru Property Tax (04/2013)	7868	2,558.70	0.00	19,165.45
4/1/2013	Passthru Insurance (04/2013)	7868	301.76	0.00	19,467.21
4/1/2013	Chk# ach payment		0.00	20,696.00	-1,228.79
4/15/2013	2012 CAM Reconciliation		-139.19	0.00	-1,367.98
5/1/2013	Monthly Rent (05/2013)	7868	16,380.98	0.00	15,013.00
5/1/2013	Common Area Maintenance (05/2013)	7868	1,454.56	0.00	16,467.56
5/1/2013	Passthru Property Tax (05/2013)	7868	2,558.70	0.00	19,026.26
5/1/2013	Passthru Insurance (05/2013)	7868	301.76	0.00	19,328.02
5/1/2013	Chk# ACH Payment		0.00	20,696.00	-1,367.98
6/1/2013	Monthly Rent (06/2013)	7868	16,380.98	0.00	15,013.00
6/1/2013	Common Area Maintenance (06/2013)	7868	1,454.56	0.00	16,467.56
6/1/2013	Passthru Property Tax (06/2013)	7868	2,558.70	0.00	19,026.26
6/1/2013	Passthru Insurance (06/2013)	7868	301.76	0.00	19,328.02
6/3/2013	Chk# ACH Payment		0.00	20,556.81	-1,228.79
7/1/2013	Monthly Rent (07/2013)	7868	16,380.98	0.00	15,152.19
7/1/2013	Common Area Maintenance (07/2013)	7868	1,454.56	0.00	16,606.75
7/1/2013	Passthru Property Tax (07/2013)	7868	2,558.70	0.00	19,165.45
7/1/2013	Passthru Insurance (07/2013)	7868	301.76	0.00	19,467.21
7/1/2013	Chk# ACH Payment		0.00	20,696.00	-1,228.79
8/1/2013	Monthly Rent (08/2013)	7868	16,380.98	0.00	15,152.19

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
8/1/2013	Common Area Maintenance (08/2013)	7868	1,454.56	0.00	16,606.75
8/1/2013	Passthru Property Tax (08/2013)	7868	2,558.70	0.00	19,165.45
8/1/2013	Passthru Insurance (08/2013)	7868	301.76	0.00	19,467.21
8/1/2013	Chk# ACH Payment		0.00	20,696.00	-1,228.79
9/1/2013	Monthly Rent (09/2013)	7868	16,380.98	0.00	15,152.19
9/1/2013	Common Area Maintenance (09/2013)	7868	1,454.56	0.00	16,606.75
9/1/2013	Passthru Property Tax (09/2013)	7868	2,558.70	0.00	19,165.45
9/1/2013	Passthru Insurance (09/2013)	7868	301.76	0.00	19,467.21
9/3/2013	Chk# ACH Payment		0.00	20,696.00	-1,228.79
10/1/2013	Monthly Rent (10/2013)	7868	16,380.98	0.00	15,152.19
10/1/2013	Common Area Maintenance (10/2013)	7868	1,454.56	0.00	16,606.75
10/1/2013	Passthru Property Tax (10/2013)	7868	2,558.70	0.00	19,165.45
10/1/2013	Passthru Insurance (10/2013)	7868	301.76	0.00	19,467.21
10/1/2013	Chk# ACH Payment		0.00	19,467.21	0.00
11/1/2013	Monthly Rent (11/2013)	7868	16,380.98	0.00	16,380.98
11/1/2013	Common Area Maintenance (11/2013)	7868	1,454.56	0.00	17,835.54
11/1/2013	Passthru Property Tax (11/2013)	7868	2,558.70	0.00	20,394.24
11/1/2013	Passthru Insurance (11/2013)	7868	301.76	0.00	20,696.00
11/1/2013	Chk# ACH Payment		0.00	20,696.00	0.00
12/1/2013	Monthly Rent (12/2013)	7868	16,380.98	0.00	16,380.98
12/1/2013	Common Area Maintenance (12/2013)	7868	1,454.56	0.00	17,835.54
12/1/2013	Passthru Property Tax (12/2013)	7868	2,558.70	0.00	20,394.24
12/1/2013	Passthru Insurance (12/2013)	7868	301.76	0.00	20,696.00
12/2/2013	Chk# ACH Payment		0.00	20,696.00	0.00
1/1/2014	Monthly Rent (01/2014)	7868	16,380.98	0.00	16,380.98
1/1/2014	Common Area Maintenance (01/2014)	7868	1,349.55	0.00	17,730.53
1/1/2014	Passthru Property Tax (01/2014)	7868	2,411.70	0.00	20,142.23
1/1/2014	Passthru Insurance (01/2014)	7868	225.82	0.00	20,368.05
1/2/2014	Chk# ACH Payment		0.00	20,696.00	-327.95
2/1/2014	Monthly Rent (02/2014)	7868	16,380.98	0.00	16,053.03
2/1/2014	Common Area Maintenance (02/2014)	7868	1,349.55	0.00	17,402.58
2/1/2014	Passthru Property Tax (02/2014)	7868	2,411.70	0.00	19,814.28
2/1/2014	Passthru Insurance (02/2014)	7868	225.82	0.00	20,040.10
2/3/2014	Chk# ACH Payment		0.00	20,187.10	-147.00
3/1/2014	Monthly Rent (03/2014)	7868	16,380.98	0.00	16,233.98
3/1/2014	Common Area Maintenance (03/2014)	7868	1,349.55	0.00	17,583.53
3/1/2014	Passthru Property Tax (03/2014)	7868	2,411.70	0.00	19,995.23

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
3/1/2014	Passthru Insurance (03/2014)	7868	225.82	0.00	20,221.05
3/3/2014	Chk# ACH Payment		0.00	20,221.05	0.00
4/1/2014	2013 CAM Reconciliation		-1,991.09	0.00	-1,991.09
4/1/2014	Monthly Rent (04/2014)	7868	16,380.98	0.00	14,389.89
4/1/2014	Common Area Maintenance (04/2014)	7868	1,349.55	0.00	15,739.44
4/1/2014	Passthru Property Tax (04/2014)	7868	2,411.70	0.00	18,151.14
4/1/2014	Passthru Insurance (04/2014)	7868	225.82	0.00	18,376.96
4/1/2014	Chk# ACH Payment		0.00	20,368.05	-1,991.09
5/1/2014	Monthly Rent (05/2014)	7868	16,380.98	0.00	14,389.89
5/1/2014	Common Area Maintenance (05/2014)	7868	1,349.55	0.00	15,739.44
5/1/2014	Passthru Property Tax (05/2014)	7868	2,411.70	0.00	18,151.14
5/1/2014	Passthru Insurance (05/2014)	7868	225.82	0.00	18,376.96
5/1/2014	Chk# ACH Payment		0.00	18,376.96	0.00
6/1/2014	Monthly Rent (06/2014)	7868	16,380.98	0.00	16,380.98
6/1/2014	Common Area Maintenance (06/2014)	7868	1,349.55	0.00	17,730.53
6/1/2014	Passthru Property Tax (06/2014)	7868	2,411.70	0.00	20,142.23
6/1/2014	Passthru Insurance (06/2014)	7868	225.82	0.00	20,368.05
6/2/2014	Chk# ACH Payment		0.00	20,368.05	0.00
7/1/2014	Monthly Rent (07/2014)	7868	16,380.98	0.00	16,380.98
7/1/2014	Common Area Maintenance (07/2014)	7868	1,349.55	0.00	17,730.53
7/1/2014	Passthru Property Tax (07/2014)	7868	2,411.70	0.00	20,142.23
7/1/2014	Passthru Insurance (07/2014)	7868	225.82	0.00	20,368.05
7/1/2014	Chk# ACH Payment		0.00	20,368.05	0.00
8/1/2014	Monthly Rent (08/2014)	7868	16,380.98	0.00	16,380.98
8/1/2014	Common Area Maintenance (08/2014)	7868	1,349.55	0.00	17,730.53
8/1/2014	Passthru Property Tax (08/2014)	7868	2,411.70	0.00	20,142.23
8/1/2014	Passthru Insurance (08/2014)	7868	225.82	0.00	20,368.05
8/1/2014	Chk# ach Payment		0.00	20,368.05	0.00
9/1/2014	Monthly Rent (09/2014)	7868	16,380.98	0.00	16,380.98
9/1/2014	Common Area Maintenance (09/2014)	7868	1,349.55	0.00	17,730.53
9/1/2014	Passthru Property Tax (09/2014)	7868	2,411.70	0.00	20,142.23
9/1/2014	Passthru Insurance (09/2014)	7868	225.82	0.00	20,368.05
9/2/2014	Chk# ACH Sept'14 Payment		0.00	20,368.05	0.00
10/1/2014	Monthly Rent (10/2014)	7868	16,380.98	0.00	16,380.98
10/1/2014	Common Area Maintenance (10/2014)	7868	1,349.55	0.00	17,730.53
10/1/2014	Passthru Property Tax (10/2014)	7868	2,411.70	0.00	20,142.23
10/1/2014	Passthru Insurance (10/2014)	7868	225.82	0.00	20,368.05

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
10/1/2014	Chk# ACH Oct'14 payment		0.00	20,368.05	0.00
11/1/2014	Monthly Rent (11/2014)	7868	16,380.98	0.00	16,380.98
11/1/2014	Common Area Maintenance (11/2014)	7868	1,349.55	0.00	17,730.53
11/1/2014	Passthru Property Tax (11/2014)	7868	2,411.70	0.00	20,142.23
11/1/2014	Passthru Insurance (11/2014)	7868	225.82	0.00	20,368.05
11/3/2014	Chk# ACH Nov'14 rent payment		0.00	20,368.05	0.00
12/1/2014	Monthly Rent (12/2014)	7868	16,380.98	0.00	16,380.98
12/1/2014	Common Area Maintenance (12/2014)	7868	1,349.55	0.00	17,730.53
12/1/2014	Passthru Property Tax (12/2014)	7868	2,411.70	0.00	20,142.23
12/1/2014	Passthru Insurance (12/2014)	7868	225.82	0.00	20,368.05
12/4/2014	Chk# ACH Dec'14 payment		0.00	20,368.05	0.00
1/1/2015	Monthly Rent (01/2015)	7868	17,609.56	0.00	17,609.56
1/1/2015	Common Area Maintenance (01/2015)	7868	1,454.42	0.00	19,063.98
1/1/2015	Passthru Property Tax (01/2015)	7868	2,422.17	0.00	21,486.15
1/1/2015	Passthru Insurance (01/2015)	7868	193.14	0.00	21,679.29
1/6/2015	Chk# ACH Payment		0.00	21,596.63	82.66
1/20/2015	Chk# ACH		0.00	82.66	0.00
2/1/2015	Monthly Rent (02/2015)	7868	17,609.56	0.00	17,609.56
2/1/2015	Common Area Maintenance (02/2015)	7868	1,454.42	0.00	19,063.98
2/1/2015	Passthru Property Tax (02/2015)	7868	2,422.17	0.00	21,486.15
2/1/2015	Passthru Insurance (02/2015)	7868	193.14	0.00	21,679.29
2/3/2015	Chk# ACH Feb'15 payment		0.00	21,679.29	0.00
3/1/2015	Monthly Rent (03/2015)	7868	17,609.56	0.00	17,609.56
3/1/2015	Common Area Maintenance (03/2015)	7868	1,454.42	0.00	19,063.98
3/1/2015	Passthru Property Tax (03/2015)	7868	2,422.17	0.00	21,486.15
3/1/2015	Passthru Insurance (03/2015)	7868	193.14	0.00	21,679.29
3/5/2015	Chk# ACH Mar'15 payment		0.00	21,679.29	0.00
4/1/2015	Monthly Rent (04/2015)	7868	17,609.56	0.00	17,609.56
4/1/2015	Common Area Maintenance (04/2015)	7868	1,454.42	0.00	19,063.98
4/1/2015	Passthru Property Tax (04/2015)	7868	2,422.17	0.00	21,486.15
4/1/2015	Passthru Insurance (04/2015)	7868	193.14	0.00	21,679.29
4/3/2015	Chk# ACH April'15 payment		0.00	21,679.29	0.00
4/15/2015	2014 Cam Reconciliation		1,301.44	0.00	1,301.44
4/28/2015	Chk# ach Camrec 2014 payment		0.00	1,301.44	0.00
5/1/2015	Monthly Rent (05/2015)	7868	17,609.56	0.00	17,609.56
5/1/2015	Common Area Maintenance (05/2015)	7868	1,454.42	0.00	19,063.98
5/1/2015	Passthru Property Tax (05/2015)	7868	2,422.17	0.00	21,486.15

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
5/1/2015	Passthru Insurance (05/2015)	7868	193.14	0.00	21,679.29
5/1/2015	Chk# ACH May'15 payment		0.00	21,679.29	0.00
6/1/2015	Monthly Rent (06/2015)	7868	17,609.56	0.00	17,609.56
6/1/2015	Common Area Maintenance (06/2015)	7868	1,454.42	0.00	19,063.98
6/1/2015	Passthru Property Tax (06/2015)	7868	2,422.17	0.00	21,486.15
6/1/2015	Passthru Insurance (06/2015)	7868	193.14	0.00	21,679.29
6/2/2015	Chk# ACH June'15 payment		0.00	21,679.29	0.00
7/1/2015	Monthly Rent (07/2015)	7868	17,609.56	0.00	17,609.56
7/1/2015	Common Area Maintenance (07/2015)	7868	1,454.42	0.00	19,063.98
7/1/2015	Passthru Property Tax (07/2015)	7868	2,422.17	0.00	21,486.15
7/1/2015	Passthru Insurance (07/2015)	7868	193.14	0.00	21,679.29
7/2/2015	Chk# ACH July'15 payment		0.00	21,679.29	0.00
8/1/2015	Monthly Rent (08/2015)	7868	17,609.56	0.00	17,609.56
8/1/2015	Common Area Maintenance (08/2015)	7868	1,454.42	0.00	19,063.98
8/1/2015	Passthru Property Tax (08/2015)	7868	2,422.17	0.00	21,486.15
8/1/2015	Passthru Insurance (08/2015)	7868	193.14	0.00	21,679.29
8/3/2015	Chk# ACH Aug'15 payment		0.00	21,679.29	0.00
9/1/2015	Monthly Rent (09/2015)	7868	17,609.56	0.00	17,609.56
9/1/2015	Common Area Maintenance (09/2015)	7868	1,454.42	0.00	19,063.98
9/1/2015	Passthru Property Tax (09/2015)	7868	2,422.17	0.00	21,486.15
9/1/2015	Passthru Insurance (09/2015)	7868	193.14	0.00	21,679.29
9/25/2015	Chk# 30394560 :CHECKscan Payment - 09/2015 Pmt.		0.00	21,679.29	0.00
10/1/2015	Monthly Rent (10/2015)	7868	17,609.56	0.00	17,609.56
10/1/2015	Common Area Maintenance (10/2015)	7868	1,454.42	0.00	19,063.98
10/1/2015	Passthru Property Tax (10/2015)	7868	2,422.17	0.00	21,486.15
10/1/2015	Passthru Insurance (10/2015)	7868	193.14	0.00	21,679.29
10/8/2015	Chk# 30397229 :CHECKscan Payment - 10/2015 Pmt.		0.00	21,679.29	0.00
11/1/2015	Monthly Rent (11/2015)	7868	17,609.56	0.00	17,609.56
11/1/2015	Common Area Maintenance (11/2015)	7868	1,454.42	0.00	19,063.98
11/1/2015	Passthru Property Tax (11/2015)	7868	2,422.17	0.00	21,486.15
11/1/2015	Passthru Insurance (11/2015)	7868	193.14	0.00	21,679.29
11/10/2015	Chk# 30399974 :CHECKscan Payment - 11/2015 Pmt.		0.00	21,679.29	0.00
12/1/2015	Monthly Rent (12/2015)	7868	17,609.56	0.00	17,609.56
12/1/2015	Common Area Maintenance (12/2015)	7868	1,454.42	0.00	19,063.98
12/1/2015	Passthru Property Tax (12/2015)	7868	2,422.17	0.00	21,486.15
12/1/2015	Passthru Insurance (12/2015)	7868	193.14	0.00	21,679.29
12/7/2015	Chk# 30402044 :CHECKscan Payment - 12/2015 Pmt.		0.00	21,679.29	0.00

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
1/1/2016	Monthly Rent (01/2016)	7868	17,609.56	0.00	17,609.56
1/1/2016	Common Area Maintenance (01/2016)	7868	1,713.77	0.00	19,323.33
1/1/2016	Passthru Property Tax (01/2016)	7868	2,411.30	0.00	21,734.63
1/1/2016	Passthru Insurance (01/2016)	7868	187.01	0.00	21,921.64
1/12/2016	Chk# 00008155 :CHECKscan Payment - 01/2016 Pmt.		0.00	21,679.29	242.35
2/1/2016	Monthly Rent (02/2016)	7868	17,609.56	0.00	17,851.91
2/1/2016	Common Area Maintenance (02/2016)	7868	1,713.77	0.00	19,565.68
2/1/2016	Passthru Property Tax (02/2016)	7868	2,411.30	0.00	21,976.98
2/1/2016	Passthru Insurance (02/2016)	7868	187.01	0.00	22,163.99
2/6/2016	Late Charge		100.00	0.00	22,263.99
2/19/2016	Chk# 00011213 :CHECKscan Payment - 02/2016 PMT.		0.00	21,921.64	342.35
3/1/2016	PROP - Monthly Rent (03/2016)	7868	17,609.56	0.00	17,951.91
3/1/2016	Common Area Maintenance (03/2016)	7868	1,713.77	0.00	19,665.68
3/1/2016	Passthru Property Tax (03/2016)	7868	2,411.30	0.00	22,076.98
3/1/2016	Passthru Insurance (03/2016)	7868	187.01	0.00	22,263.99
3/6/2016	Late Charge		100.00	0.00	22,363.99
4/1/2016	Monthly Rent (04/2016)	7868	17,609.56	0.00	39,973.55
4/1/2016	Common Area Maintenance (04/2016)	7868	1,713.77	0.00	41,687.32
4/1/2016	Passthru Property Tax (04/2016)	7868	2,411.30	0.00	44,098.62
4/1/2016	Passthru Insurance (04/2016)	7868	187.01	0.00	44,285.63
4/1/2016	2015 CAM Reconciliation		-528.65	0.00	43,756.98
4/4/2016	Chk# 00200114 :CHECKscan Payment - 04/2016 Pmt.		0.00	21,921.64	21,835.34
5/1/2016	Monthly Rent (05/2016)	7868	17,609.56	0.00	39,444.90
5/1/2016	Common Area Maintenance (05/2016)	7868	1,713.77	0.00	41,158.67
5/1/2016	Passthru Property Tax (05/2016)	7868	2,411.30	0.00	43,569.97
5/1/2016	Passthru Insurance (05/2016)	7868	187.01	0.00	43,756.98
5/5/2016	Chk# 00201231 :CHECKscan Payment - 05/2016 Pmt.		0.00	21,921.64	21,835.34
6/1/2016	Monthly Rent (06/2016)	7868	17,609.56	0.00	39,444.90
6/1/2016	Common Area Maintenance (06/2016)	7868	1,713.77	0.00	41,158.67
6/1/2016	Passthru Property Tax (06/2016)	7868	2,411.30	0.00	43,569.97
6/1/2016	Passthru Insurance (06/2016)	7868	187.01	0.00	43,756.98
6/7/2016	Chk# 00202340 :CHECKscan Payment - 06/2016 Pmt.		0.00	21,921.64	21,835.34
7/1/2016	Monthly Rent (07/2016)	7868	17,609.56	0.00	39,444.90
7/1/2016	Common Area Maintenance (07/2016)	7868	1,713.77	0.00	41,158.67
7/1/2016	Passthru Property Tax (07/2016)	7868	2,411.30	0.00	43,569.97
7/1/2016	Passthru Insurance (07/2016)	7868	187.01	0.00	43,756.98
7/5/2016	Chk# 00203564 :CHECKscan Payment - 07/2016 Pmt.		0.00	21,392.99	22,363.99

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
8/1/2016	Common Area Maintenance (08/2016)	7868	1,713.77	0.00	24,077.76
8/1/2016	Passthru Insurance (08/2016)	7868	187.01	0.00	24,264.77
8/1/2016	Monthly Rent (08/2016)	7868	17,609.56	0.00	41,874.33
8/1/2016	Passthru Property Tax (08/2016)	7868	2,411.30	0.00	44,285.63
8/8/2016	Chk# 00204575 :CHECKscan Payment - August 2016 Payment		0.00	21,921.64	22,363.99
9/1/2016	Common Area Maintenance (09/2016)	7868	1,713.77	0.00	24,077.76
9/1/2016	Passthru Insurance (09/2016)	7868	187.01	0.00	24,264.77
9/1/2016	Monthly Rent (09/2016)	7868	17,609.56	0.00	41,874.33
9/1/2016	Passthru Property Tax (09/2016)	7868	2,411.30	0.00	44,285.63
9/13/2016	Chk# 00205627 :CHECKscan Payment - SEPTEMBER 2016 PAYMENT		0.00	21,921.64	22,363.99
10/1/2016	Common Area Maintenance (10/2016)	7868	1,713.77	0.00	24,077.76
10/1/2016	Passthru Insurance (10/2016)	7868	187.01	0.00	24,264.77
10/1/2016	Monthly Rent (10/2016)	7868	17,609.56	0.00	41,874.33
10/1/2016	Passthru Property Tax (10/2016)	7868	2,411.30	0.00	44,285.63
10/5/2016	Chk# 00001269 :CHECKscan Payment - OCT. 2016 PAYMENT		0.00	21,921.64	22,363.99
10/26/2016	Chk# 00001947 :CHECKscan Payment - Oct. 2016 Payment		0.00	22,021.64	342.35
11/1/2016	Common Area Maintenance (11/2016)	7868	1,713.77	0.00	2,056.12
11/1/2016	Passthru Insurance (11/2016)	7868	187.01	0.00	2,243.13
11/1/2016	Monthly Rent (11/2016)	7868	17,609.56	0.00	19,852.69
11/1/2016	Passthru Property Tax (11/2016)	7868	2,411.30	0.00	22,263.99
11/7/2016	Chk# 00002317 :CHECKscan Payment - Nov. 2016 Payment		0.00	21,921.64	342.35
12/1/2016	Common Area Maintenance (12/2016)	7868	1,713.77	0.00	2,056.12
12/1/2016	Passthru Insurance (12/2016)	7868	187.01	0.00	2,243.13
12/1/2016	Monthly Rent (12/2016)	7868	17,609.56	0.00	19,852.69
12/1/2016	Passthru Property Tax (12/2016)	7868	2,411.30	0.00	22,263.99
12/6/2016	Chk# 00003087 :CHECKscan Payment - Dec. 2016 Payment		0.00	21,921.64	342.35
1/1/2017	Common Area Maintenance (01/2017)	7868	1,713.77	0.00	2,056.12
1/1/2017	Passthru Insurance (01/2017)	7868	187.01	0.00	2,243.13
1/1/2017	Monthly Rent (01/2017)	7868	17,609.56	0.00	19,852.69
1/1/2017	Passthru Property Tax (01/2017)	7868	2,411.30	0.00	22,263.99
1/4/2017	Chk# 00003593 :CHECKscan Payment - Jan. 2017 Payment		0.00	21,921.64	342.35
2/1/2017	Common Area Maintenance (02/2017)	7868	1,713.77	0.00	2,056.12
2/1/2017	Passthru Insurance (02/2017)	7868	187.01	0.00	2,243.13
2/1/2017	Monthly Rent (02/2017)	7868	17,609.56	0.00	19,852.69
2/1/2017	Passthru Property Tax (02/2017)	7868	2,411.30	0.00	22,263.99
2/7/2017	Chk# 00004449 :CHECKscan Payment - Feb. 2017 Payment		0.00	21,921.64	342.35
2/27/2017	Reverse CAM Charge		-142.35	0.00	200.00

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
2/27/2017	Reverse Late Charge		-200.00	0.00	0.00
3/1/2017	Common Area Maintenance (03/2017)	7868	1,713.77	0.00	1,713.77
3/1/2017	Passthru Insurance (03/2017)	7868	187.01	0.00	1,900.78
3/1/2017	Monthly Rent (03/2017)	7868	17,609.56	0.00	19,510.34
3/1/2017	Passthru Property Tax (03/2017)	7868	2,411.30	0.00	21,921.64
3/6/2017	Chk# 00005064 :CHECKscan Payment - March 2017 Payment		0.00	21,921.64	0.00
4/1/2017	2017 YTD CAM Adjustment		637.47	0.00	637.47
4/1/2017	2017 YTD INS Adjustment		102.12	0.00	739.59
4/1/2017	2017 YTD TAX Adjustment		101.79	0.00	841.38
4/1/2017	Common Area Maintenance (04/2017)	7868	1,926.25	0.00	2,767.63
4/1/2017	Passthru Insurance (04/2017)	7868	221.05	0.00	2,988.68
4/1/2017	Monthly Rent (04/2017)	7868	17,609.56	0.00	20,598.24
4/1/2017	Passthru Property Tax (04/2017)	7868	2,445.23	0.00	23,043.47
4/7/2017	Chk# 00005740 :CHECKscan Payment - April 2017 Payment		0.00	21,921.64	1,121.83
5/1/2017	2016 CAM Reconciliation		2,171.30	0.00	3,293.13
5/1/2017	Common Area Maintenance (05/2017)	7868	1,926.25	0.00	5,219.38
5/1/2017	Passthru Insurance (05/2017)	7868	221.05	0.00	5,440.43
5/1/2017	Monthly Rent (05/2017)	7868	17,609.56	0.00	23,049.99
5/1/2017	Passthru Property Tax (05/2017)	7868	2,445.23	0.00	25,495.22
5/1/2017	2016 CAM Reconciliation Revised		-1.00	0.00	25,494.22
5/2/2017	Chk# 00006347 :CHECKscan Payment - May 2017 Payment		0.00	21,921.64	3,572.58
6/1/2017	Common Area Maintenance (06/2017)	7868	1,926.25	0.00	5,498.83
6/1/2017	Passthru Insurance (06/2017)	7868	221.05	0.00	5,719.88
6/1/2017	Monthly Rent (06/2017)	7868	17,609.56	0.00	23,329.44
6/1/2017	Passthru Property Tax (06/2017)	7868	2,445.23	0.00	25,774.67
6/5/2017	Chk# 00007110 :CHECKscan Payment - June 2017 Payment		0.00	22,202.09	3,572.58
7/1/2017	Common Area Maintenance (07/2017)	7868	1,926.25	0.00	5,498.83
7/1/2017	Passthru Insurance (07/2017)	7868	221.05	0.00	5,719.88
7/1/2017	Monthly Rent (07/2017)	7868	17,609.56	0.00	23,329.44
7/1/2017	Passthru Property Tax (07/2017)	7868	2,445.23	0.00	25,774.67
7/5/2017	Chk# 00007905 :CHECKscan Payment - July 2017 Payment		0.00	22,202.09	3,572.58
8/1/2017	Common Area Maintenance (08/2017)	7868	1,926.25	0.00	5,498.83
8/1/2017	Passthru Insurance (08/2017)	7868	221.05	0.00	5,719.88
8/1/2017	Monthly Rent (08/2017)	7868	17,609.56	0.00	23,329.44
8/1/2017	Passthru Property Tax (08/2017)	7868	2,445.23	0.00	25,774.67
8/7/2017	Chk# 00008601 :CHECKscan Payment - Aug. 2017 Payment		0.00	22,202.09	3,572.58
9/1/2017	Common Area Maintenance (09/2017)	7868	1,926.25	0.00	5,498.83

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
9/1/2017	Passthru Insurance (09/2017)	7868	221.05	0.00	5,719.88
9/1/2017	Monthly Rent (09/2017)	7868	17,609.56	0.00	23,329.44
9/1/2017	Passthru Property Tax (09/2017)	7868	2,445.23	0.00	25,774.67
9/6/2017	Chk# 00009329 :CHECKscan Payment - Sept. 2017 Payment		0.00	22,202.09	3,572.58
10/1/2017	Common Area Maintenance (10/2017)	7868	1,926.25	0.00	5,498.83
10/1/2017	Passthru Insurance (10/2017)	7868	221.05	0.00	5,719.88
10/1/2017	Monthly Rent (10/2017)	7868	17,609.56	0.00	23,329.44
10/1/2017	Passthru Property Tax (10/2017)	7868	2,445.23	0.00	25,774.67
10/5/2017	Chk# 00009899 :CHECKscan Payment - Oct. 2017 Payment		0.00	22,202.09	3,572.58
11/1/2017	Common Area Maintenance (11/2017)	7868	1,926.25	0.00	5,498.83
11/1/2017	Passthru Insurance (11/2017)	7868	221.05	0.00	5,719.88
11/1/2017	Monthly Rent (11/2017)	7868	17,609.56	0.00	23,329.44
11/1/2017	Passthru Property Tax (11/2017)	7868	2,445.23	0.00	25,774.67
11/7/2017	Chk# 00010564 :CHECKscan Payment - Nov. 2017 Payment		0.00	22,202.09	3,572.58
12/1/2017	Common Area Maintenance (12/2017)	7868	1,926.25	0.00	5,498.83
12/1/2017	Passthru Insurance (12/2017)	7868	221.05	0.00	5,719.88
12/1/2017	Monthly Rent (12/2017)	7868	17,609.56	0.00	23,329.44
12/1/2017	Passthru Property Tax (12/2017)	7868	2,445.23	0.00	25,774.67
12/5/2017	Chk# 00011375 :CHECKscan Payment - Dec. 2017 Payment		0.00	22,202.09	3,572.58
1/1/2018	Common Area Maintenance (01/2018)	7868	1,926.25	0.00	5,498.83
1/1/2018	Passthru Insurance (01/2018)	7868	221.05	0.00	5,719.88
1/1/2018	Monthly Rent (01/2018)	7868	17,609.56	0.00	23,329.44
1/1/2018	Passthru Property Tax (01/2018)	7868	2,445.23	0.00	25,774.67
2/1/2018	Common Area Maintenance (02/2018)	7868	1,926.25	0.00	27,700.92
2/1/2018	Passthru Insurance (02/2018)	7868	221.05	0.00	27,921.97
2/1/2018	Monthly Rent (02/2018)	7868	17,609.56	0.00	45,531.53
2/1/2018	Passthru Property Tax (02/2018)	7868	2,445.23	0.00	47,976.76
2/5/2018	Chk# 00012545 :CHECKscan Payment - Feb. 2018 Payment		0.00	22,202.09	25,774.67
3/1/2018	Common Area Maintenance (03/2018)	7868	1,926.25	0.00	27,700.92
3/1/2018	Passthru Insurance (03/2018)	7868	221.05	0.00	27,921.97
3/1/2018	Monthly Rent (03/2018)	7868	17,609.56	0.00	45,531.53
3/1/2018	Passthru Property Tax (03/2018)	7868	2,445.23	0.00	47,976.76
3/6/2018	Chk# 00012991 :CHECKscan Payment - Mar. 2018 Payment		0.00	22,202.09	25,774.67
4/1/2018	Common Area Maintenance (04/2018)	7868	1,598.69	0.00	27,373.36
4/1/2018	Passthru Insurance (04/2018)	7868	263.27	0.00	27,636.63
4/1/2018	Monthly Rent (04/2018)	7868	17,609.56	0.00	45,246.19
4/1/2018	Passthru Property Tax (04/2018)	7868	2,523.09	0.00	47,769.28

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
4/5/2018	Chk# 00013582 :CHECKscan Payment - 01/2018 rent		0.00	22,202.09	25,567.19
4/9/2018	Chk# 00013549 :CHECKscan Payment - 04/2018 rent		0.00	22,202.09	3,365.10
4/15/2018	2018 YTD CAM Adjustment (1/18 - 2/18)		-982.68	0.00	2,382.42
4/15/2018	2018 YTD INS Adjustment (1/18 - 2/18)		126.66	0.00	2,509.08
4/15/2018	2018 YTD TAX Adjustment (1/18 - 2/18)		233.59	0.00	2,742.67
5/1/2018	Common Area Maintenance (05/2018)	7868	1,598.69	0.00	4,341.36
5/1/2018	Passthru Insurance (05/2018)	7868	263.27	0.00	4,604.63
5/1/2018	Monthly Rent (05/2018)	7868	17,609.56	0.00	22,214.19
5/1/2018	Passthru Property Tax (05/2018)	7868	2,523.09	0.00	24,737.28
5/8/2018	Chk# 00014008 :CHECKscan Payment - 05/2018 payment		0.00	21,371.97	3,365.31
5/15/2018	2017 CAM Reconciliation		-2,655.39	0.00	709.92
6/1/2018	Common Area Maintenance (06/2018)	7868	1,598.69	0.00	2,308.61
6/1/2018	Passthru Insurance (06/2018)	7868	263.27	0.00	2,571.88
6/1/2018	Monthly Rent (06/2018)	7868	17,609.56	0.00	20,181.44
6/1/2018	Passthru Property Tax (06/2018)	7868	2,523.09	0.00	22,704.53
6/7/2018	Chk# 00014573 :CHECKscan Payment - 06/2018 Payment		0.00	21,994.61	709.92
7/1/2018	Common Area Maintenance (07/2018)	7868	1,598.69	0.00	2,308.61
7/1/2018	Passthru Insurance (07/2018)	7868	263.27	0.00	2,571.88
7/1/2018	Monthly Rent (07/2018)	7868	17,609.56	0.00	20,181.44
7/1/2018	Passthru Property Tax (07/2018)	7868	2,523.09	0.00	22,704.53
7/6/2018	Chk# 00015211 :CHECKscan Payment - 07/2018 Payment		0.00	21,994.61	709.92
8/1/2018	Common Area Maintenance (08/2018)	7868	1,598.69	0.00	2,308.61
8/1/2018	Passthru Insurance (08/2018)	7868	263.27	0.00	2,571.88
8/1/2018	Monthly Rent (08/2018)	7868	17,609.56	0.00	20,181.44
8/1/2018	Passthru Property Tax (08/2018)	7868	2,523.09	0.00	22,704.53
8/8/2018	Chk# 00015679 :CHECKscan Payment - 08/2018 Payment		0.00	21,994.61	709.92
9/1/2018	Common Area Maintenance (09/2018)	7868	1,598.69	0.00	2,308.61
9/1/2018	Passthru Insurance (09/2018)	7868	263.27	0.00	2,571.88
9/1/2018	Monthly Rent (09/2018)	7868	17,609.56	0.00	20,181.44
9/1/2018	Passthru Property Tax (09/2018)	7868	2,523.09	0.00	22,704.53
9/4/2018	Chk# 00016126 :CHECKscan Payment - 09/2018 Payment		0.00	21,994.61	709.92
10/1/2018	Common Area Maintenance (10/2018)	7868	1,598.69	0.00	2,308.61
10/1/2018	Passthru Insurance (10/2018)	7868	263.27	0.00	2,571.88
10/1/2018	Monthly Rent (10/2018)	7868	17,609.56	0.00	20,181.44
10/1/2018	Passthru Property Tax (10/2018)	7868	2,523.09	0.00	22,704.53
10/8/2018	Chk# 00016753 :CHECKscan Payment - 10/2018 Payment		0.00	21,994.61	709.92
11/1/2018	Common Area Maintenance (11/2018)	7868	1,598.69	0.00	2,308.61

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
11/1/2018	Passthru Insurance (11/2018)	7868	263.27	0.00	2,571.88
11/1/2018	Monthly Rent (11/2018)	7868	17,609.56	0.00	20,181.44
11/1/2018	Passthru Property Tax (11/2018)	7868	2,523.09	0.00	22,704.53
11/13/2018	Chk# 00017247 :CHECKscan Payment - 11/2018 Payment		0.00	21,994.61	709.92
12/1/2018	Common Area Maintenance (12/2018)	7868	1,598.69	0.00	2,308.61
12/1/2018	Passthru Insurance (12/2018)	7868	263.27	0.00	2,571.88
12/1/2018	Monthly Rent (12/2018)	7868	17,609.56	0.00	20,181.44
12/1/2018	Passthru Property Tax (12/2018)	7868	2,523.09	0.00	22,704.53
12/6/2018	Chk# 00017530 :CHECKscan Payment - 12/18 Pmt.		0.00	21,994.61	709.92
1/1/2019	Common Area Maintenance (01/2019)	7868	1,598.69	0.00	2,308.61
1/1/2019	Passthru Insurance (01/2019)	7868	263.27	0.00	2,571.88
1/1/2019	Monthly Rent (01/2019)	7868	17,609.56	0.00	20,181.44
1/1/2019	Passthru Property Tax (01/2019)	7868	2,523.09	0.00	22,704.53
1/7/2019	Chk# 00017923 :CHECKscan Payment - 1/19 Pmt.		0.00	21,994.61	709.92
2/1/2019	Common Area Maintenance (02/2019)	7868	1,598.69	0.00	2,308.61
2/1/2019	Passthru Insurance (02/2019)	7868	263.27	0.00	2,571.88
2/1/2019	Monthly Rent (02/2019)	7868	17,609.56	0.00	20,181.44
2/1/2019	Passthru Property Tax (02/2019)	7868	2,523.09	0.00	22,704.53
2/21/2019	Chk# 00018470 :CHECKscan Payment - 2/19 Pmt.		0.00	21,994.61	709.92
3/1/2019	Common Area Maintenance (03/2019)	7868	1,598.69	0.00	2,308.61
3/1/2019	Passthru Insurance (03/2019)	7868	263.27	0.00	2,571.88
3/1/2019	Monthly Rent (03/2019)	7868	17,609.56	0.00	20,181.44
3/1/2019	Passthru Property Tax (03/2019)	7868	2,523.09	0.00	22,704.53
3/11/2019	Chk# 00018798 :CHECKscan Payment - 3/19 Pmt.		0.00	21,994.61	709.92
4/1/2019	Common Area Maintenance (04/2019)	7868	1,570.36	0.00	2,280.28
4/1/2019	Passthru Insurance (04/2019)	7868	295.93	0.00	2,576.21
4/1/2019	Monthly Rent (04/2019)	7868	17,609.56	0.00	20,185.77
4/1/2019	Passthru Property Tax (04/2019)	7868	2,577.67	0.00	22,763.44
4/1/2019	2019 YTD CAM Adjustment (1/19 - 3/19)		-84.98	0.00	22,678.46
4/1/2019	2019 YTD INS Adjustment (1/19 - 3/19)		97.97	0.00	22,776.43
4/1/2019	2019 YTD TAX Adjustment (1/19 - 3/19)		163.74	0.00	22,940.17
4/9/2019	Chk# 00019132 :CHECKscan Payment - 4/19 Pmt.		0.00	21,994.61	945.56
5/1/2019	Common Area Maintenance (05/2019)	7868	1,570.36	0.00	2,515.92
5/1/2019	Passthru Insurance (05/2019)	7868	295.93	0.00	2,811.85
5/1/2019	Monthly Rent (05/2019)	7868	17,609.56	0.00	20,421.41
5/1/2019	Passthru Property Tax (05/2019)	7868	2,577.67	0.00	22,999.08
5/1/2019	2018 CAM Reconciliation		-2,899.93	0.00	20,099.15

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
5/7/2019	Chk# 00019540 :CHECKscan Payment - 5/19 Pmt.		0.00	22,289.16	-2,190.01
6/1/2019	Common Area Maintenance (06/2019)	7868	1,570.36	0.00	-619.65
6/1/2019	Passthru Insurance (06/2019)	7868	295.93	0.00	-323.72
6/1/2019	Monthly Rent (06/2019)	7868	17,609.56	0.00	17,285.84
6/1/2019	Passthru Property Tax (06/2019)	7868	2,577.67	0.00	19,863.51
6/11/2019	Chk# 00019830 :CHECKscan Payment - 6/19 Pmt.		0.00	22,053.52	-2,190.01
7/1/2019	Common Area Maintenance (07/2019)	7868	1,570.36	0.00	-619.65
7/1/2019	Passthru Insurance (07/2019)	7868	295.93	0.00	-323.72
7/1/2019	Monthly Rent (07/2019)	7868	17,609.56	0.00	17,285.84
7/1/2019	Passthru Property Tax (07/2019)	7868	2,577.67	0.00	19,863.51
7/12/2019	Chk# 00020211 :CHECKscan Payment - 7/19 Pmt.		0.00	22,053.52	-2,190.01
8/1/2019	Common Area Maintenance (08/2019)	7868	1,570.36	0.00	-619.65
8/1/2019	Passthru Insurance (08/2019)	7868	295.93	0.00	-323.72
8/1/2019	Monthly Rent (08/2019)	7868	17,609.56	0.00	17,285.84
8/1/2019	Passthru Property Tax (08/2019)	7868	2,577.67	0.00	19,863.51
8/13/2019	Chk# 00021052 :CHECKscan Payment - 08/2019 Rent Pmt		0.00	22,053.52	-2,190.01
9/1/2019	Common Area Maintenance (09/2019)	7868	1,570.36	0.00	-619.65
9/1/2019	Passthru Insurance (09/2019)	7868	295.93	0.00	-323.72
9/1/2019	Monthly Rent (09/2019)	7868	17,609.56	0.00	17,285.84
9/1/2019	Passthru Property Tax (09/2019)	7868	2,577.67	0.00	19,863.51
9/10/2019	Chk# 00021500 :CHECKscan Payment - 09/2019 Rent Pmt		0.00	22,053.52	-2,190.01
10/1/2019	Common Area Maintenance (10/2019)	7868	1,570.36	0.00	-619.65
10/1/2019	Passthru Insurance (10/2019)	7868	295.93	0.00	-323.72
10/1/2019	Monthly Rent (10/2019)	7868	17,609.56	0.00	17,285.84
10/1/2019	Passthru Property Tax (10/2019)	7868	2,577.67	0.00	19,863.51
10/11/2019	Chk# 00021767 :CHECKscan Payment - 10/2019 Rent Pmt		0.00	22,053.52	-2,190.01
11/1/2019	Common Area Maintenance (11/2019)	7868	1,570.36	0.00	-619.65
11/1/2019	Passthru Insurance (11/2019)	7868	295.93	0.00	-323.72
11/1/2019	Monthly Rent (11/2019)	7868	17,609.56	0.00	17,285.84
11/1/2019	Passthru Property Tax (11/2019)	7868	2,577.67	0.00	19,863.51
11/18/2019	Chk# 00022133 :CHECKscan Payment - 11/2019 Rent Pmt		0.00	22,053.52	-2,190.01
12/1/2019	Common Area Maintenance (12/2019)	7868	1,570.36	0.00	-619.65
12/1/2019	Passthru Insurance (12/2019)	7868	295.93	0.00	-323.72
12/1/2019	Monthly Rent (12/2019)	7868	17,609.56	0.00	17,285.84
12/1/2019	Passthru Property Tax (12/2019)	7868	2,577.67	0.00	19,863.51
12/17/2019	Chk# 00022457 :CHECKscan Payment - 12/2019 Pmt		0.00	22,053.52	-2,190.01
1/1/2020	Common Area Maintenance (01/2020)	7868	1,570.36	0.00	-619.65

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
1/1/2020	Passthru Insurance (01/2020)	7868	295.93	0.00	-323.72
1/1/2020	Monthly Rent (01/2020)	7868	17,609.56	0.00	17,285.84
1/1/2020	Passthru Property Tax (01/2020)	7868	2,577.67	0.00	19,863.51
2/1/2020	Common Area Maintenance (02/2020)	7868	1,570.36	0.00	21,433.87
2/1/2020	Passthru Insurance (02/2020)	7868	295.93	0.00	21,729.80
2/1/2020	Monthly Rent (02/2020)	7868	17,609.56	0.00	39,339.36
2/1/2020	Passthru Property Tax (02/2020)	7868	2,577.67	0.00	41,917.03
3/1/2020	Common Area Maintenance (03/2020)	7868	1,850.31	0.00	43,767.34
3/1/2020	Passthru Insurance (03/2020)	7868	398.11	0.00	44,165.45
3/1/2020	Monthly Rent (03/2020)	7868	17,609.56	0.00	61,775.01
3/1/2020	Passthru Property Tax (03/2020)	7868	2,638.40	0.00	64,413.41
3/6/2020	Chk# 00023672 :CHECKscan Payment - 01/2020 & 02/2020 Pmts		0.00	41,917.03	22,496.38
4/1/2020	Common Area Maintenance (04/2020)	7868	1,850.31	0.00	24,346.69
4/1/2020	Passthru Insurance (04/2020)	7868	398.11	0.00	24,744.80
4/1/2020	Monthly Rent (04/2020)	7868	17,609.56	0.00	42,354.36
4/1/2020	Passthru Property Tax (04/2020)	7868	2,638.40	0.00	44,992.76
5/1/2020	Common Area Maintenance (05/2020)	7868	1,850.31	0.00	46,843.07
5/1/2020	Passthru Insurance (05/2020)	7868	398.11	0.00	47,241.18
5/1/2020	Monthly Rent (05/2020)	7868	17,609.56	0.00	64,850.74
5/1/2020	Passthru Property Tax (05/2020)	7868	2,638.40	0.00	67,489.14
6/1/2020	Common Area Maintenance (06/2020)	7868	1,850.31	0.00	69,339.45
6/1/2020	Passthru Insurance (06/2020)	7868	398.11	0.00	69,737.56
6/1/2020	Monthly Rent (06/2020)	7868	17,609.56	0.00	87,347.12
6/1/2020	Passthru Property Tax (06/2020)	7868	2,638.40	0.00	89,985.52
6/9/2020	Chk# EFT April, May, June 2020 NNN's		0.00	14,660.46	75,325.06
7/1/2020	Common Area Maintenance (07/2020)	7868	1,850.31	0.00	77,175.37
7/1/2020	Passthru Insurance (07/2020)	7868	398.11	0.00	77,573.48
7/1/2020	Monthly Rent (07/2020)	7868	17,609.56	0.00	95,183.04
7/1/2020	Passthru Property Tax (07/2020)	7868	2,638.40	0.00	97,821.44
8/1/2020	Common Area Maintenance (08/2020)	7868	1,850.31	0.00	99,671.75
8/1/2020	Passthru Insurance (08/2020)	7868	398.11	0.00	100,069.86
8/1/2020	Monthly Rent (08/2020)	7868	17,609.56	0.00	117,679.42
8/1/2020	Passthru Property Tax (08/2020)	7868	2,638.40	0.00	120,317.82
9/1/2020	Common Area Maintenance (09/2020)	7868	1,850.31	0.00	122,168.13
9/1/2020	Passthru Insurance (09/2020)	7868	398.11	0.00	122,566.24
9/1/2020	Monthly Rent (09/2020)	7868	17,609.56	0.00	140,175.80
9/1/2020	Passthru Property Tax (09/2020)	7868	2,638.40	0.00	142,814.20

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
9/15/2020	2019 CAM Reconciliation		2,075.73	0.00	144,889.93
10/1/2020	Common Area Maintenance (10/2020)	7868	1,850.31	0.00	146,740.24
10/1/2020	Passthru Insurance (10/2020)	7868	398.11	0.00	147,138.35
10/1/2020	Monthly Rent (10/2020)	7868	17,609.56	0.00	164,747.91
10/1/2020	Passthru Property Tax (10/2020)	7868	2,638.40	0.00	167,386.31
10/28/2020	Covid Rent Concession (3/2020)		-17,609.56	0.00	149,776.75
10/28/2020	Covid NNN Concession (3/2020)		-4,886.82	0.00	144,889.93
10/28/2020	Covid Rent Concession (7/2020)		-17,609.56	0.00	127,280.37
10/28/2020	Covid NNN Concession (7/2020)		-4,886.82	0.00	122,393.55
10/28/2020	Covid Rent Concession (8/2020)		-17,609.56	0.00	104,783.99
10/28/2020	Covid NNN Concession (8/2020)		-4,886.82	0.00	99,897.17
10/28/2020	Covid Rent Concession (9/2020)		-17,609.56	0.00	82,287.61
10/28/2020	Covid NNN Concession (9/2020)		-4,886.82	0.00	77,400.79
10/28/2020	Covid Rent Concession (10/2020)		-17,609.56	0.00	59,791.23
10/28/2020	Covid NNN Concession (10/2020)		-4,886.82	0.00	54,904.41
10/28/2020	Covid Rent Concession (4/2020)		-17,609.56	0.00	37,294.85
10/28/2020	Covid Rent Concession (5/2020)		-17,609.56	0.00	19,685.29
10/28/2020	Covid Rent Concession (6/2020)		-17,609.56	0.00	2,075.73
11/1/2020	Common Area Maintenance (11/2020)	7868	1,850.31	0.00	3,926.04
11/1/2020	Covid-19 Rent Concessions (11/2020)	7868	-27,386.82	0.00	-23,460.78
11/1/2020	Passthru Insurance (11/2020)	7868	398.11	0.00	-23,062.67
11/1/2020	Monthly Rent (11/2020)	7868	22,500.00	0.00	-562.67
11/1/2020	Passthru Property Tax (11/2020)	7868	2,638.40	0.00	2,075.73
12/1/2020	Common Area Maintenance (12/2020)	7868	1,850.31	0.00	3,926.04
12/1/2020	Covid-19 Rent Concessions (12/2020)	7868	-27,386.82	0.00	-23,460.78
12/1/2020	Passthru Insurance (12/2020)	7868	398.11	0.00	-23,062.67
12/1/2020	Monthly Rent (12/2020)	7868	22,500.00	0.00	-562.67
12/1/2020	Passthru Property Tax (12/2020)	7868	2,638.40	0.00	2,075.73
1/1/2021	Common Area Maintenance (01/2021)	7868	1,850.31	0.00	3,926.04
1/1/2021	Passthru Insurance (01/2021)	7868	398.11	0.00	4,324.15
1/1/2021	Monthly Rent (01/2021)	7868	22,500.00	0.00	26,824.15
1/1/2021	Passthru Property Tax (01/2021)	7868	2,638.40	0.00	29,462.55
2/1/2021	Common Area Maintenance (02/2021)	7868	1,850.31	0.00	31,312.86
2/1/2021	Passthru Insurance (02/2021)	7868	398.11	0.00	31,710.97
2/1/2021	Monthly Rent (02/2021)	7868	22,500.00	0.00	54,210.97
2/1/2021	Passthru Property Tax (02/2021)	7868	2,638.40	0.00	56,849.37
3/1/2021	Common Area Maintenance (03/2021)	7868	2,051.41	0.00	58,900.78

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
3/1/2021	Passthru Insurance (03/2021)	7868	626.00	0.00	59,526.78
3/1/2021	Monthly Rent (03/2021)	7868	22,500.00	0.00	82,026.78
3/1/2021	Passthru Property Tax (03/2021)	7868	2,741.00	0.00	84,767.78
3/15/2021	2021 YTD CAM Adjustment	7868	402.21	0.00	85,169.99
3/15/2021	2021 YTD INS Adjustment	7868	455.79	0.00	85,625.78
3/15/2021	2021 YTD TAX Adjustment	7868	205.19	0.00	85,830.97
3/25/2021	Monthly Rent (03/2020) Rebilled per Default	7868	17,609.56	0.00	103,440.53
3/25/2021	Common Area Maintenance (03/2020) Rebilled per Default	7868	1,850.31	0.00	105,290.84
3/25/2021	Passthru Insurance (03/2020) Rebilled per Default	7868	398.11	0.00	105,688.95
3/25/2021	Passthru Property Tax (03/2020) Rebilled per Default	7868	2,638.40	0.00	108,327.35
3/25/2021	Monthly Rent (07/2020) Rebilled per Default	7868	17,609.56	0.00	125,936.91
3/25/2021	Common Area Maintenance (07/2020) Rebilled per Default	7868	1,850.31	0.00	127,787.22
3/25/2021	Passthru Insurance (07/2020) Rebilled per Default	7868	398.11	0.00	128,185.33
3/25/2021	Passthru Property Tax (07/2020) Rebilled per Default	7868	2,638.40	0.00	130,823.73
3/25/2021	Monthly Rent (08/2020) Rebilled per Default	7868	17,609.56	0.00	148,433.29
3/25/2021	Common Area Maintenance (08/2020) Rebilled per Default	7868	1,850.31	0.00	150,283.60
3/25/2021	Passthru Insurance (08/2020) Rebilled per Default	7868	398.11	0.00	150,681.71
3/25/2021	Passthru Property Tax (08/2020) Rebilled per Default	7868	2,638.40	0.00	153,320.11
3/25/2021	Monthly Rent (09/2020) Rebilled per Default	7868	17,609.56	0.00	170,929.67
3/25/2021	Common Area Maintenance (09/2020) Rebilled per Default	7868	1,850.31	0.00	172,779.98
3/25/2021	Passthru Insurance (09/2020) Rebilled per Default	7868	398.11	0.00	173,178.09
3/25/2021	Passthru Property Tax (09/2020) Rebilled per Default	7868	2,638.40	0.00	175,816.49
3/25/2021	Monthly Rent (10/2020) Rebilled per Default	7868	17,609.56	0.00	193,426.05
3/25/2021	Common Area Maintenance (10/2020) Rebilled per Default	7868	1,850.31	0.00	195,276.36
3/25/2021	Passthru Insurance (10/2020) Rebilled per Default	7868	398.11	0.00	195,674.47
3/25/2021	Passthru Property Tax (10/2020) Rebilled per Default	7868	2,638.40	0.00	198,312.87
3/25/2021	Monthly Rent (04/2020) Rebilled per Default	7868	17,609.56	0.00	215,922.43
3/25/2021	Monthly Rent (05/2020) Rebilled per Default	7868	17,609.56	0.00	233,531.99
3/25/2021	Monthly Rent (06/2020) Rebilled per Default	7868	17,609.56	0.00	251,141.55
3/25/2021	Monthly Rent (11/2020) Rebilled per Default	7868	22,500.00	0.00	273,641.55
3/25/2021	Common Area Maintenance (11/2020) Rebilled per Default	7868	1,850.31	0.00	275,491.86
3/25/2021	Passthru Insurance (11/2020) Rebilled per Default	7868	398.11	0.00	275,889.97
3/25/2021	Passthru Property Tax (11/2020) Rebilled per Default	7868	2,638.40	0.00	278,528.37
3/25/2021	Monthly Rent (12/2020) Rebilled per Default	7868	22,500.00	0.00	301,028.37
3/25/2021	Common Area Maintenance (12/2020) Rebilled per Default	7868	1,850.31	0.00	302,878.68
3/25/2021	Passthru Insurance (12/2020) Rebilled per Default	7868	398.11	0.00	303,276.79
3/25/2021	Passthru Property Tax (12/2020) Rebilled per Default	7868	2,638.40	0.00	305,915.19

Lease Ledger

Date: 04/20/2021

Property: ret683

Tenant: t0002623 Buffet, Inc. - Store #297

From Date: 01/14/1999 To Date: 10/31/2025

Move In Date: 01/14/1999

Unit(S): 7868

Date	Description	Unit	Charge	Payment	Balance
4/1/2021	Common Area Maintenance (04/2021)	7868	2,051.41	0.00	307,966.60
4/1/2021	Passthru Insurance (04/2021)	7868	626.00	0.00	308,592.60
4/1/2021	Monthly Rent (04/2021)	7868	22,500.00	0.00	331,092.60
4/1/2021	Passthru Property Tax (04/2021)	7868	2,741.00	0.00	333,833.60
5/1/2021	Common Area Maintenance (05/2021)	7868	2,051.41	0.00	335,885.01
5/1/2021	Passthru Insurance (05/2021)	7868	626.00	0.00	336,511.01
5/1/2021	Monthly Rent (05/2021)	7868	22,500.00	0.00	359,011.01
5/1/2021	Passthru Property Tax (05/2021)	7868	2,741.00	0.00	361,752.01
6/1/2021	Common Area Maintenance (06/2021)	7868	2,051.41	0.00	363,803.42
6/1/2021	Passthru Insurance (06/2021)	7868	626.00	0.00	364,429.42
6/1/2021	Monthly Rent (06/2021)	7868	22,500.00	0.00	386,929.42
6/1/2021	Passthru Property Tax (06/2021)	7868	2,741.00	0.00	389,670.42