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| UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS | | PROOF OF CLAIM |
| Name of Debtor: (Check Only One): <input checked="" type="checkbox"/> Opus West Corporation <input type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc. | | Case Number: <div style="text-align: center; font-size: 1.2em;">09-34356</div> |
| NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. | | |
| Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="font-size: 1.2em; margin-top: 10px;">CBC Restaurant Corp.</div> <div style="text-align: center; margin-top: 10px;"> RECEIVED SEP 02 2009 BMC GROUP </div> | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: |
| Name and address where notices should be sent: CBC Restaurant Corp. 12700 Park Central Dr. #1300 Dallas, TX 75251 Attn: General Counsel Telephone number: (972) 619-4123 Email Address: blake.bernet@cornerbakerycafe.com | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case. |
| Name and address where payment should be sent (if different from above): Telephone number: | | |
| 1. Amount of Claim as of Date Case Filed: \$ <u>244,276.48</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. | | 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: <div style="text-align: center;">\$</div> |
| 2. Basis for Claim: <u>Unpaid Tenant Improvement Allowance</u> (See instruction #2 on reverse side.) | | |
| 3. Last four digits of any number by which creditor identifies debtor: <u>0801</u> 3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side). | | |
| 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate ____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount Unsecured: \$ _____ | | |
| 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____ | | |
| Date: <u>9/1/09</u> | Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the Notice address above. Attach copy of power of attorney, if any. <div style="text-align: center; margin-top: 10px;"> Sr. Vice President & General Counsel </div> | |
| | | FOR COURT USE ONLY |

Penalty for presenting fraudulent claim: Fine of up to \$300,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Modified B10 (GCG) (12/08)



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent (The BMC Group) are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** OPUS WEST CORPORATION, et al C/O BMC GROUP, PO BOX 3020, CHANHASSEN, MN, 55317-3020. **IF BY HAND OR OVERNIGHT COURIER:** OPUS WEST CORPORATION, et al C/O BMC GROUP, 18750 LAKE DRIVE EAST, CHANHASSEN, MN, 55317. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS November 9, 2009

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Northern District of Texas on July 6, 2009. You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4 and/or 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the Debtor, if any.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

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.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the BMC Group as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from the BMC Group, please provide a self-addressed stamped envelope and a copy of this proof of claim when you submit the original claim to the BMC Group.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

THE COMMONS AT CHINO HILLS

SHOPPING CENTER LEASE

BETWEEN

OPUS WEST CORPORATION,
a Minnesota corporation
("LANDLORD")

AND

CBC RESTAURANT CORP.,
a Delaware corporation
("TENANT")

CORNER BAKERY CAFE
(TENANT'S TRADE NAME)

**SHOPPING CENTER LEASE
FOR THE COMMONS AT CHINO HILLS**

BASIC LEASE PROVISIONS

1. **TENANT:** CBC Restaurant Corp., a Delaware corporation
2. **LANDLORD:** Opus West Corporation, a Minnesota corporation.
3. **TENANT'S TRADE NAME:** Corner Bakery Cafe
4. **SHOPPING CENTER:** The Commons at Chino Hills ("Shopping Center")
Location: City of Chino Hills, County of San Bernardino, State of California as more fully described on Exhibit "A". The Shopping Center, along with all improvements located thereon, is hereinafter referred to as the 'Shopping Center Tract'
5. **PREMISES :** A portion of Building S2 designated on Exhibit "A-1" ("Site Plan").
6. **LEASABLE AREA:** Approximately 3,933 leaseable square feet as depicted on Exhibit "A-2". In addition, subject to the terms hereof, Tenant will be entitled to use portions of the sidewalks immediately adjacent to the Premises containing approximately 1,000 square feet as depicted on Exhibit "A-3" ("Outdoor Patio Area") for outdoor seating. Tenant will not be required to pay Base Rent, Taxes, or Operating Expenses with respect to the Outdoor Patio Area and the Outdoor Patio Area will not be included in the leaseable area of the Premises. The exact square footage of the Premises shall be calculated and certified by Landlord's architect promptly upon completion of the Landlord's Work (as herein defined) pursuant to Exhibit "F". If the actual square footage as calculated by Landlord's architect is more or less than 3,933 leaseable square feet of floor area or if the dimensions of the Premises are not as set forth in the Final Working Drawings (as defined in Exhibit "F"), then upon Tenant's written request made within fifteen (15) days following receipt of such calculation, (i) Landlord shall move the Premises demising wall to establish the square footage and dimensions set forth in the Final Working Drawings if the square footage variation requires Tenant to materially change its design for Tenant's Work (as defined below), or (ii) if (i) is not reasonably possible, then Landlord shall reimburse Tenant for all necessary re-design costs and expenses and increases in the cost of Tenant's Work due to such deviations up to a maximum of \$25,000 and in either event, the Rent Commencement Date shall be extended one (1) day for each day of delay in the completion of Tenant's Work caused by such deviations. Appropriate adjustments shall be made to Annual Minimum Rent and Tenant's proportionate share (for purposes of allocating Operating Expenses and Taxes (as defined below) and other purposes in this Lease) to reflect the actual square footage and such adjustment shall be set forth in the Commencement Date Memorandum (as herein defined). The aforesaid space leased to Tenant is hereinafter referred to as the "Premises."
7. **LEASE TERM:**

Basic Term: Ten (10) years, computed from the first day of the first calendar month on or after the Rent Commencement Date (the "Term" or "Lease Term").

Renewal Option: Tenant shall have two (2) five (5) year renewal option(s) exercisable pursuant to the terms of this Lease.
8. **KEY DATES:**

Opening Date: Sixty (60) days after the Rent Commencement Date (defined below) ("Opening Date").

Tenant's use, occupancy or enjoyment of the Premises, Landlord and Tenant shall within ten (10) business days from the date the Leasehold Improvements are Substantially Complete prepare a written list (the "Punch List") of such uncompleted items. Landlord agrees to complete the Punch List item(s) within that time period which is reasonable for completion of such items, but not later than thirty (30) days following creation of the Punch List item(s) if Tenant delivers written notice to Landlord identifying any incomplete Punch List items and Landlord fails to commence and complete such Punch List items within five (5) business days following Tenant's notice, Tenant shall have the right, but not the obligation, to perform the Punch List items identified in such notice within the Premises (excluding, however, any work affecting the structural components of the Premises) in accordance with Exhibit "F", and Landlord shall reimburse Tenant for any and all costs reasonably incurred by Tenant within thirty (30) days after demand. Notwithstanding anything to the contrary contained herein, if Substantial Completion shall not have occurred by December 15, 2008, as the same may be extended due to Tenant delays (the "Outside Completion Date"), as Tenant's sole and exclusive remedy Tenant shall have the right, at its election, to terminate this Lease by written notice to Landlord delivered no later than ten (10) days after the Outside Completion Date. Notwithstanding the foregoing, if Substantial Completion occurs within thirty (30) days after Tenant delivers any such termination notice, such termination election will be ineffective and this Lease will remain in full force and effect.

8.7 Acceptance of Premises. Acceptance of Delivery of the Premises by Tenant shall be deemed conclusively to establish that the Premises and all other improvements of the Shopping Center required to be constructed by Landlord for use thereof by Tenant hereunder have been completed unless Tenant notifies Landlord in writing within thirty (30) days after the Commencement Date. Tenant waives any claim as to matters not listed in said notice.

8.8 Opening Date. Tenant shall open the Premises to the public for business no later than the Opening Date as required by this Lease.

8.9 Certificates. Within ten (10) days after Landlord's request therefor, but in no event earlier than the Opening Date, Tenant shall deliver to Landlord (a) an executed copy of the Commencement Date Memorandum (in the form attached hereto as Exhibit "G", and (b) the Certificate of Occupancy for the Premises issued by the appropriate governmental agency.

8.10 Tenant's Work and Signage. Upon Substantial Completion of Landlord's Work and Tenant's receipt of necessary permits, Tenant shall proceed with due diligence to cause Tenant's Work (as hereinafter defined) to be performed, and to install Tenant's exterior signage (which shall be installed no later than the Opening Date), furniture, fixtures and equipment ("Tenant's Work"). Landlord recognizes that Tenant may wish to construct the improvements with a unique design or appearance to further its "Corner Bakery Cafe" brand identity and agrees it will not withhold its approval for such unique design or appearance if it is consistent with design of a majority of Tenant's other restaurants in California and does not violate applicable law or the Declarations.

8.11 Tenant Improvement Allowance. Tenant shall be entitled to a reimbursement in the maximum amount of Sixty-Five Dollars (\$65.00) per leasable square foot of the Premises ("Tenant Improvement Allowance") for amounts spent by Tenant for (a) Tenant's Work that is (i) directly related to the improvement of the Premises and (ii) necessary for Tenant to open for business as a Corner Bakery Cafe, and/or (b) Tenant's Signage. Provided Tenant is not in default hereunder beyond any applicable cure period, Landlord shall pay the Tenant Improvement Allowance to Tenant within thirty (30) days after Tenant (i) has opened for business and (ii) delivered to Landlord the following items:

8.11.1 A copy of the "Certificate of Occupancy" issued by the City of Chino Hills building department;

8.11.2 A copy of Tenant's recorded, valid "Notice of Completion", if applicable; and

8.11.3 Reasonable evidence of costs incurred at least equal to the amount of the Tenant Improvement Allowance.

For each day owed, the Tenant Improvement Allowance will bear interest at the Interest Rate. If Landlord fails to pay Tenant the Tenant Improvement Allowance within thirty (30) days after Tenant has satisfied the conditions set forth above, Tenant will not be obligated to pay any Rent hereunder until the Tenant Improvement Allowance has been paid in full. No portion of the Tenant Improvement Allowance shall be paid to Tenant for any uses other than those set forth in this Section, including, without limitation, the purchase of inventory for Tenant's business or any other items relating to the operation of Tenant's business. The cost of any work performed by Landlord in addition to Leasehold Improvements which is performed by Landlord at Tenant's request, shall be deducted from the Tenant Improvement Allowance before the Tenant Improvement Allowance is paid to Tenant.

8.12 Tenant's Obligations. Landlord has approved for all purposes under this Lease, those (i) exterior elevations, Outdoor Patio Area design and initial furniture, awnings, heaters, signage, lighting and other exterior branding components which further Tenant's unique design and appearance attached hereto as Exhibit "F-1" hereto (the "Final Branding Plan") and (ii) preliminary construction drawings/schematic plans for all improvements that Tenant plans to construct at the Premises and Outdoor Patio Area attached hereto as Exhibit "F-2" (the "Preliminary Drawings"). On or before the date specified in Exhibit "F", Tenant shall deliver to Landlord for approval the Final Working Drawings (as contemplated by Exhibit "F"), and the work contemplated by the Work Letter and the approved Final Working Drawings shall be referred to herein as "Tenant's Work". Tenant's Work shall be performed in accordance with the provisions of this Lease and Exhibit "F" applicable to Tenant's Work. Landlord and Tenant hereby agree that it shall be unreasonable for Landlord to object to or withhold its approval to

EXHIBIT "F"

OUTLINE SPECIFICATIONS

THE COMMONS AT CHINO HILLS
STANDARD SHOP BUILDING SHELL DELIVERY
IN-LINE RETAIL AND RESTAURANT SPACE

I. LANDLORD'S WORK

Except as herein provided, the Premises are leased to Tenant on an "as-is" basis.

"Landlord's Work" shall mean the work specified in subsections (a) through (m), below. Landlord shall not be obligated to perform any work or provide any facilities in relation to the Premises or the Shopping Center except as specified in subsections (a) through (m), below, or as otherwise specifically set forth in the Lease. Where two (2) types of materials or structures are indicated, Landlord will have the option of using either.

- (a) Floor: Landlord shall provide in the Premises an exposed, sealed concrete floor slab designed to support a live load of one hundred (100) pounds per square foot. Landlord shall coordinate with Tenant on the installation of said floor with Tenant's work. Should Tenant not be ready for floor, Landlord shall provide Tenant a credit of \$4.50 per square feet and Tenant shall take responsibility for flooring. Tenant acknowledges that structural grade beams may be located under the slab. No penetrations of any structural grade beams shall be made in connection with Tenant's Work without Landlord's prior written approval. Landlord shall also provide a patio slab for the Premises that is in accordance with the grading plan for the Premises approved by the City.
- (b) Storefront: Landlord shall provide a storefront at the Premises, Tenant shall be allowed to install it's own standard double wood store front glass doors in lieu of Landlords.
- (c) Walls: Landlord shall provide the Premises perimeter wall and demising walls constructed of metal or wood studs only from the floor slab surface to the underside of the roof structure above. Landlord may provide unfinished masonry, tilt-up concrete or plywood shear wall in lieu of metal studs at Landlord's option. Tenant to be allowed to use standard double wood storefront class doors in lieu of Landlords doors.
- (d) Egress/Service Door: Landlord will provide one (1) 3'-6" x 7'-0" egress/service door with butt hinge set and lockset hardware only, to the service corridor or exterior walkway at a location to be coordinated with Tenants plans. All additional door hardware shall be provided by Tenant (Note: Design guidelines may prohibit additional door hardware - any and all proposed door hardware modifications must be included in the tenant's door schedule in the tenant drawings).
- (e) Clear Height: Clear height for the Premises shall be as indicated on Landlord's plans for the Premises, but under no circumstances does Landlord guarantee an unobstructed clear height above twelve (12'-0") feet within the Premises.
- (f) Electrical: Landlord will provide for 277/480 volt, 3-phase, 4-wire electrical service from a central distribution point, at which central distribution point Landlord shall provide an empty meter base, fusible service disconnect switch and an empty conduit (2" size minimum) to the Premises. Size of electrical service to be in accordance with the table below. If Tenant requires a different size main electrical switch and/or empty conduit, Landlord may provide same, if available, at Tenant's expense. Landlord will provide a J-box with a 20-amp circuit (at 277/480V) pre-wired to Tenant's sign location (as designated in Tenant Sign Criteria) connected to Landlord's house panel. Tenant shall connect its sign to the Landlord provided J-box. All other electrical work shall be at Tenant's sole cost and expense. Tenant, at Landlord's discretion, may be obligated to use Landlord's electrical contractor to pull main feeder wire from Landlord switchgear to Tenant's demised premises.

ELECTRICAL SERVICE SIZE @ 277/480v

| Tenant Size | Retail | Restaurant |
|-----------------------|----------|------------|
| 0 - 3,000 sf | 100 Amps | 200 Amps |
| 3,001 sf - 6,000 sf | 200 Amps | 400 Amps |
| 6,001 sf - 12,000 sf | 400 Amps | 600 Amps |
| 12,001 sf - 18,000 sf | 400 Amps | 800 Amps |
| Above 18,000 sf | TBD | TBD |

Exhibit "F"

- (g) HVAC: The roof structure will have a mechanical zone specified by Landlord above the Premises where all rooftop HVAC units must be located. The structural system in the mechanical zone will be capable of supporting standard heating/cooling rooftop HVAC unit(s).
- (h) Plumbing: Landlord shall provide a four (4) inch sewer (under slab) and a two (2) inch water (overhead) stub-in to the Premises. This line will be dedicated for Tenant's use or, if a dedicated line is not feasible, Landlord will provide Tenant with a service tap that will give Tenant sufficient capacity to maintain 35 to 55 PSF of static pressure. Landlord shall provide a common plumbing vent line within the Premises for Tenant's use in making necessary plumbing connections. Water shall be sub-metered separately for the demised premises. Tenant shall be responsible to provide the sub-meter per Landlord's specifications and any related water or sewer fees from the applicable utility company for any service that serves Tenant's demised premises.
- At Landlord's option, Landlord shall have the right to install a (4) inch grease-waste line to the demised premises and grease interceptor sized per Tenant's requirements. In such event, Tenant shall reimburse Landlord for the actual cost of the installation within thirty (30) days following receipt from Landlord of reasonable evidence of such cost. Landlord will limit Tenants out of pocket expense for such work to no more than \$12,000 and will combine grease waste line with other tenants when available to reduce such cost.
- (i) Gas: Landlord shall provide gas service (to restaurant uses only) from distribution manifolds at centralized locations throughout the Shopping Center. Landlord may provide low pressure gas line at Tenant's cost for restaurant use. Gas line to be 2 1/2" low pressure line with 1200 CFH minimum capacity.
- (j) Telephone: Landlord shall supply empty two (2) inch conduit from the Landlord's main telephone panel to the Premises.
- (k) Automatic Fire Sprinklers: Landlord shall provide a fire sprinkler main within the Premises and general distribution as required to meet minimum N.F.P.A. requirements for ordinary hazard occupancies.
- (l) Fire Alarm System: Landlord may provide a fully automatic, alarmed and annunciated fire alarm shell building system throughout the Shopping Center. Tenant shall provided all required devices located within the Premises and interface with the Landlord's shell building system. Tenant will not be required to pay any fees to tie into the landlord's base building system. Tenant will be responsible for ongoing monitoring and maintenance of such system.
- (m) Signage: The Landlord will develop a specific design for Tenant's Signage based from Tenant building sign requirements provided by Tenant with the Tenant's Preliminary Plan submittal. Tenant will provide a proposed branding plan with prototypical black and white awnings and signage and patio plan for Landlord' review and approval, which shall be attached as an exhibit to the lease. Clear height for the Premises shall be as indicated on Landlord's plans for the Premises

2. TENANT'S WORK

"Tenant's Work" shall mean all work, other than Landlord's Work specified in Section 1 of this Exhibit, which shall be necessary to complete the Premises to a finished condition from which business can be conducted. Tenant acknowledges receipt of a space outline plan for the Premises adopted by Landlord for the Commons at Chino Hills. All of Tenant's Work shall be performed in accordance with the provisions of the "Final Working Drawings" (as hereinafter described) for Tenant's Work. Tenant shall perform or cause to be performed Tenant's Work at Tenant's expense. Tenant's Work shall include, but not be limited to, the following:

Tenant shall, at Tenant's sole cost and expense, perform all work required to bring the Premises to a first-class operation. Tenant shall commence Tenant's Work immediately upon the delivery and acceptance of the Premises to Tenant with Landlord's Work complete and Tenant having received all permits for work.

3. DESIGN APPROVAL PROCEDURE

a. Preliminary Drawings: Prior to the Effective Date of the Lease, Tenant and Landlord approved documents showing intended design character and finishes of the Premises ("Preliminary Drawings").

b. Final Working Drawings: The Final Working Drawings must be submitted in the form of one (1) set of reproducible prints and three (3) sets of black or blue line prints to Landlord's representative for approval no later than May 15, 2008. Final Working Drawings with incomplete or inadequate information or dimensional discrepancies will be rejected.

Exhibit "F"