

PAPA JOES SHOPPING CENTER

LEASE

with

NAON LLC.

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PAPA JOES SHOPPING CENTER
Rochester Hills, Oakland County, Michigan

THIS LEASE is made between the Landlord and the Tenant hereinafter identified and constitutes a Lease between the parties of the "leased premises" as hereinafter identified on the terms and conditions and subject to the covenants and agreements hereinafter set forth.

ARTICLE I

SECTION 1.01 BASIC LEASE PROVISIONS.

- (a) Date of Lease: August 3rd, 2021
- (b) Landlord: Curtis Properties Group, LLC.
- (c) Tenant: NAON LLC.
- (d) Leased Premises: +/- 1,887 square feet of premises within the Papa Joes Shopping Center located at 6866 Rochester Rd., Rochester Hills, Michigan, as depicted on Exhibit "A" attached hereto and incorporated herein by reference.
- (e) Expiration Date: Five-years from and after the commencement date, subject to extension as provided below.
- (f) Fixed Minimum Annual Rental: (i) During the twelve-calendar month period commencing on the Commencement Date, the sum of \$54,000.00 Gross NO NNN'S year one through five (\$4,500.00 per month). During the twelve-calendar month period commencing on the first month of the second year of the lease through the twelfth month of the second year of the lease, the sum of \$55,620.00 (\$4,635.00 per month). During the twelve-calendar month period commencing on the first month of the third year of the lease through the twelfth month of the third year of the lease, the sum of \$57,288.60 (\$4,774.05 per month). During the twelve-calendar month period commencing on the first month of the fourth year of the lease through the twelfth month of the fourth year of the lease, the sum of \$59,007.26 (\$4,917.27 per month). During the twelve-calendar month period commencing on the first month of the fourth year of the lease through the twelfth month of the fourth year of the lease, the sum of \$60,777.48 (\$5,064.79 per month). During the twelve-calendar month period commencing on the first month of the fifth year of the lease through the twelfth month of the fifth year of the lease, the sum of \$62,600.80 (\$5,216.73 per month). The annual rent shall include any and all taxes and maintenance expenses incurred by the Landlord. In the event of any conflict and inconsistency between the terms and provisions of the Lease and this clause, this clause shall control. In the event Tenant shall exercise its right to extend the term of this Lease as provided below, during the five-year period of such extended term, an annual sum equal to the following: To be determined.
- (g) Tenant shall be allowed to periodically promote their restaurant inside Papa Joes Gourmet Market, through approved demos and literature throughout the Term of this Lease.
- (h) Permitted Use, Japanese Fusion Restaurant
- (i) Exhibits A thru F are attached and part of this lease
- (j) Tenant's Trade Name: Ginza Ramen
- (k) Security Deposit: At lease signing Tenant shall pay a security deposit equal to one month's rent (\$4,500.00) In addition to the security deposit Tenant shall also pay the first month's rent. Rent and Security Deposit shall be due upon signing of the lease. Total due at Lease signing shall be \$9,000.00 In addition to the \$9,000.00 Tenant is also getting the right to use the leasehold improvements currently existing on the leased

premises which cannot be removed from the premises at any time including at the conclusion of this lease for the amount of \$9,900.00.

(l) Landlord's Address:

c/o Curtis Properties Group, LLC
6900 North Rochester Road
Rochester Hills, Michigan 48306

(m) Tenant's Address:

Junhyup Yoon, 1327 Natalie Ln. Apt. 207; Ann Arbor, MI 48105-2910

ARTICLE II

SECTION 2.01 LEASED PREMISES. Landlord is the owner of certain premises, including all buildings and permanent improvements constructed thereon, hereinafter referred to as the "Shopping Center", situated in the City of Rochester Hills, Oakland County, Michigan. The Shopping Center, presently known as Papa Joes Shopping Center", is shown on Exhibit "A" hereto and a legal description thereof is found on Exhibit "B" hereto. Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, those certain premises in the Shopping Center cross hatched on Exhibit "A", subject to covenants, restrictions and easements of record. The exterior walls and roof of the leased premises and the area beneath said premises are not demised hereunder, and the use thereof together with the right to locate, both vertically and horizontally, install, maintain, use, repair and replace pipes, utility lines, ducts, conduits, flues, refrigerant lines, drains, sprinkler mains and valves, access panels, wires and structural elements leading through the leased premises serving other parts of the Shopping Center, is hereby reserved unto Landlord. Landlord reserves an easement above Tenant's finished ceiling to the roof, and below the floor of the leased premises, for general access purposes and in connection with the exercise of Landlord's other rights under this Lease.

SECTION 2.02 TERM. The term of this Lease shall commence on the date that shall be not later than 90 days from the date that Landlord delivers the space to the Tenant which is the date of this lease. Tenant shall have up to 90 days to complete his buildout rent free. Rent begins the sooner of that date which is 90 days from the date that Landlord delivers the space or upon that date that Tenant opens for business, whichever comes sooner.

SECTION 2.03 RIGHT TO EXTEND. Tenant shall have the right, at its option, to extend the lease for another five-year term by notifying Landlord in writing at least thirty (180) days prior to the expiration of this Lease Term of its intention to exercise its right to extend the lease. The rent for such extended period is set forth in Section 1.01(f).

ARTICLE III

SECTION 3.01 MINIMUM RENT. The fixed minimum annual rental during the term of this Lease shall be the sum set forth in Section 1.01(f) hereof, which sum shall be payable by Tenant in equal consecutive monthly installments on or before the first day of each month, in advance, at the address set forth in Section 1.01(l)(ii) hereof, or such other place as Landlord may designate, without any prior demand therefor and without any deductions or setoff whatsoever. Should the term of this Lease commence on a day other than the first day of the calendar month, then the fixed minimum annual rental for such month shall be prorated on a per diem basis.

SECTION 3.02 PERCENTAGE RENT AND LEASE YEAR.

(a) In addition to the payment of the fixed minimum annual rental, as hereinbefore provided, Tenant shall pay to Landlord with respect to each lease year of the term hereof as annual percentage rental, a sum equal to the Percentage Rent Factor set forth in Section 1.01(g) hereof of all Gross Sales (as hereinafter defined) during such lease year less the fixed minimum annual rental paid pursuant to Section 3.01 hereof attributable to periods during which Tenant shall be open for business. The annual percentage rental shall be payable at the times and in the manner hereinafter set forth, at the address set forth in Section 1.01(l)(ii) hereof, or such other place as Landlord may designate, without any prior demand therefor and without any deductions or setoff whatsoever.

(b) Such annual percentage rental shall be paid in quarter annual installments computed on all Gross Sales during each quarter annual period of the term hereof less the fixed minimum annual rental paid for such quarter annual period attributable to periods during which Tenant shall be open for business. Such quarter annual installments shall be payable

~~within 30 days after the expiration of each 3 month period of each lease year. In the event that the total of the quarter annual installments of percentage rental for any lease year does not equal the annual percentage rental computed on the total amount of Gross Sales for such lease year, in accordance with the formula set forth above, then Tenant, at the time it submits the annual statement of Gross Sales required under Section 4.02 hereof, shall pay Landlord any deficiency, or Landlord shall credit any overpayment to the next installment of percentage rental due from Tenant, as the case may be. In no event, however, shall the fixed minimum annual rental to be paid by Tenant and retained by Landlord for any lease year be less than the fixed minimum annual rental hereinbefore specified.~~

(c) The term "lease year" as used herein shall be defined to mean a period of 12 consecutive calendar months. The first lease year shall begin on the commencement date if the commencement date shall occur on the first day of the calendar month; if not, then the first lease year shall commence on the first day of the month immediately following the commencement date and the period from the commencement date to the last day of the month (during which the commencement date occurs) shall be added to the first lease year. Each succeeding lease year shall commence on the anniversary date of the first lease year.

SECTION 3.03 [N/A]

SECTION 3.04 TENANT'S TAX OBLIGATION. AFTER THE FIRST TERM; Tenant shall to pay to Landlord its proportionate share of all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever which have been or may be levied or assessed by any lawful authority against or with respect to the land, buildings, improvements and/or personal property presently and/or at any time during the term of this Lease comprising the Shopping Center, this Lease and/or the rental (including all amounts payable under this Lease), which are payable during any calendar year in which any portion of the term hereof falls, including but not limited to the so-called "Michigan Business Tax", as the same presently exists and as the same may be amended in whole or in part from time to time (or which would have been assessed if computed as if the Shopping Center were Landlord's only business activity and without the reduction to the tax base pursuant to Sections 400 through 449 of the Michigan Business Tax Act). Such taxes, assessments and charges hereinafter are referred to, collectively, as "Taxes". If the United States, the State of Michigan, or any political subdivision thereof or any governmental authority has imposed or does impose a tax, assessment and/or surcharge of any kind or nature, either by way of substitution for all or any part of Taxes, or in lieu of increase thereof, then such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section 3.04. For purposes hereof and Section 9.02 hereof, the term "Shopping Center" shall, in any event, be deemed to include any land upon which off-site utility systems, retention ponds, wetlands and/or off-site private roads serving the Shopping Center are located with all improvements situated thereon. Tenant's proportionate share shall be equal to the product obtained by multiplying the Taxes by a fraction, the numerator of which shall be the number of square feet of floor area in the leased premises and the denominator of which shall be the total number of square feet of gross leased and occupied ground floor area of the Shopping Center, not including garden shops, greenhouses, outdoor sales areas, outdoor patios, outdoor eating areas, lumber and/or construction materials storage areas and the floor area of those tenants designated from time to time by Landlord (hereinafter referred to as the "Designated Tenants"); provided that: (i) prior to the proration of the Taxes, there shall be deducted therefrom all amounts contributed by the Designated Tenants, if any, toward Taxes; (ii) Tenant's proportionate share of any tax on the rentals payable by the tenants of the Shopping Center shall be based upon the rentals payable by Tenant hereunder; and (iii) with respect to any buildings in the Shopping Center (and any land appurtenant thereto) which are separately assessed, at Landlord's option, the taxes and assessments relating thereto shall not be deemed "Taxes" hereunder and, in such event, the floor area of such separately assessed building(s) shall not be included within the denominator of such fraction. For purposes of this Section 3.04, as well as Section 9.02 hereof, the gross leased and occupied floor area in effect for the whole of any calendar year or partial calendar year shall be the average of the leased and occupied ground floor area in effect on each day of such calendar year or partial calendar year.

Any costs, expenses, and attorneys' fees (including the costs of tax consultants) incurred by Landlord in connection with the negotiation for reduction in the assessed valuation of land, buildings and improvements comprising the Shopping Center and any protest or contest of real estate taxes and/or assessments shall be included within the term "Taxes". Notwithstanding anything herein contained to the contrary, Tenant shall not have the right to contest the Taxes in any manner whatsoever.

Tenant's proportionate share of the Taxes during the period the same are payable hereunder, as determined by Landlord, shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord, or Landlord may elect, at its sole option, to bill such taxes in arrears; provided, that in the event Landlord is required under any mortgage covering the Shopping Center to escrow Taxes, Landlord may, but shall not be obligated to, use the amount required to be so escrowed as a basis for its estimate of the monthly installments due from Tenant hereunder. Upon receipt of all tax bills and assessment bills attributable to any calendar year during the term hereof for which Tenant is obligated to pay its proportionate share of Taxes, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the Taxes for such year. If the total amount paid by Tenant under this Section 3.04 for any calendar year during the term of this Lease shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within 10 days after demand therefor by Landlord; and if the total amount paid by Tenant hereunder

for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment of Taxes due from Tenant to Landlord hereunder. For the calendar year in which this Lease terminates, the provisions of this Section 3.04 shall apply, and Tenant's liability for its proportionate share of any Taxes for such year shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the term of this Lease is in effect. Prior to or at the commencement of Tenant's obligation to pay its proportionate share of Taxes hereunder and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder. Landlord's and Tenant's obligations under this Section 3.04 shall survive the expiration of the term of this Lease.

SECTION 3.05 DEFINITION OF RENT. The words "rental" and "rent" shall have the same meaning and shall be defined in this Lease as, collectively, fixed minimum annual rental, percentage rental and all other charges or payments of whatever nature required to be paid by Tenant to Landlord under this Lease (including the Exhibits hereto), which sums shall be payable in the manner provided in this Lease. All other sums of money or charges required to be paid by Tenant under this Lease shall be promptly paid by Tenant when the same are due without any deductions or setoff whatsoever. All such amounts or charges shall be payable to Landlord at the place where the fixed minimum annual rental is payable. In the event any check received by Landlord from Tenant for any sum's payable by Tenant under this Lease is returned by Tenant's bank, Tenant shall pay to Landlord as additional rent a service charge of \$75.00 for each such check upon receipt of an invoice therefor. It is agreed that said service charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment.

ARTICLE IV

SECTION 4.01 TENANT'S RECORDS. ~~Tenant shall prepare and keep full, complete and proper books, records and accounts of the Gross Sales, both for cash and on credit, of each separate department at any time operated in the leased premises; said books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, shall at all reasonable times be open to the inspection of Landlord, Landlord's auditor or other authorized representative or agent at the leased premises for a period of at least 2 years after the expiration of each lease year and partial lease year.~~

SECTION 4.02 N/A/

ARTICLE V

SECTION 5.01 RIGHT TO EXAMINE BOOKS. ~~The acceptance by Landlord of payments of annual percentage rental shall be without prejudice to Landlord's right to an examination of Tenant's books and records of its gross receipts and inventories of merchandise at the leased premises, and those of all persons and entities conducting business in the leased premises, in order to verify the amount of annual Gross Sales made by Tenant in and from the leased premises.~~

SECTION 5.02 Not Applicable

ARTICLE VI

SECTION 6.01 DELIVERY OF POSSESSION FOR TENANT'S WORK. Landlord shall deliver possession of the leased premises to Tenant upon execution of the lease at which time Tenant shall accept the leased premises in their "as is" condition, it being acknowledged and agreed that Landlord shall not have any obligation to make any improvements or alterations to the leased premises.

SECTION 6.02 RIGHT TO RELOCATE Not Applicable

SECTION 6.03 CHANGES AND ADDITIONS. Landlord hereby reserves the right at any time, and from time to time, to construct other buildings and improvements in the Shopping Center, to enlarge or reduce the Shopping Center, to make alterations in or additions to the Shopping Center, to build additional stories on any building or buildings within the Shopping Center and to build adjoining thereto, to construct decks or elevated parking facilities, and to sell or lease any part of the Shopping Center, which premises, at Landlord's option, may or may not be part of the Shopping Center. The purpose of the attached site plan is to show the approximate location of the leased premises within the Shopping Center and Landlord reserves the right, at any time, to relocate, enlarge, reduce, or reconfigure the various buildings, parking areas and other common areas shown on said site plan. It is further understood and acknowledged by Tenant that Landlord shall have the right, at its sole option, to reduce the common areas and change the site plan in any manner it deems fit in order to accommodate said new buildings and improvements without notice to or obtaining the consent of Tenant. In addition, Tenant acknowledges that the

attached site plan creates no easement rights in the common areas shown thereon, but only the right to use said areas in common with all other tenants and occupants of the Shopping Center, as said areas may exist from time to time during the term hereof. If Landlord subsequently constructs additional building(s) in the Shopping Center, at Landlord's option, each of such building(s) may be included in, or excluded from, the Shopping Center for purposes of Section 3.04 and Article IX hereof, and if such building(s) are included in the Shopping Center, the floor area of such building(s) shall be utilized, as appropriate, in determining Tenant's proportionate share pursuant to Sections 3.04 and 9.02 hereof.

ARTICLE VII

SECTION 7.01 CONSTRUCTION OF THE LEASED PREMISES. Prior to the commencement date of the term hereof, Landlord constructed the building in which the leased premises are located. Tenant agrees, prior to opening its business from the leased premises to the public, to provide all work and materials of whatsoever nature in order to use the leased premises for the Permitted Use ("Tenant's Work"). Tenant shall submit to Landlord for Landlord's prior written approval all plans and specifications with respect to the leased premises, prepared in the manner and within the time periods required by Landlord. No work shall be performed by or for Tenant at the leased premises until such plans and specifications have been approved by Landlord. No deviation from such plans and specifications, once approved by Landlord, shall be made by Tenant without Landlord's prior written consent. Approval of the plans and specifications by Landlord shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and Tenant shall be solely responsible for such matters.

SECTION 7.02 SETTLEMENT OF DISPUTES. Any disagreement or dispute concerning any work to be performed with respect to the leased premises shall be submitted to Landlord's registered architect, whose decision shall be final and binding on both Landlord and Tenant.

ARTICLE VIII

SECTION 8.01 USE OF PREMISES. Tenant shall use the leased premises solely for the Permitted Use set forth in Section 1.01(h) hereof, and for no other purpose or purposes. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the leased premises or if a failure to procure such a license or permit might or would, in any way, affect Landlord or the Shopping Center, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Landlord.

SECTION 8.02 OPERATION OF BUSINESS.

(a) Tenant agrees to operate 100% of the leased premises during the entire term of this Lease unless prevented from doing so because of fire, accident, or acts of God. Tenant shall conduct its business at all times in a high class and reputable manner, maintaining at all times a full staff of employees and a full and complete stock of merchandise. Tenant shall install and maintain at all times a display of merchandise in display windows, if any, of the leased premises and shall keep same well lighted during all Shopping Center business hours and at least one hour thereafter, and during such other hours after dusk as may be designated by Landlord.

(b) Tenant, at Tenant's sole cost and expense, shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and the cleanliness, safety, occupancy, alteration and use of same, including but not limited to the Americans with Disabilities Act of 1990 and the Clean Air Act. Tenant shall not cause or permit the use, generation, storage, treatment, or disposal in, on or about the leased premises or the Shopping Center of any pollutant, contaminant, waste, or hazardous, toxic, or radioactive substance or material (collectively, "Hazardous Materials") subject to regulation under any Federal, state, or local laws from time to time in effect. Without limiting the foregoing, Tenant shall have sole and exclusive liability (including, but not limited to, liability under environmental laws such as, but not limited to, the Federal Comprehensive Environmental Response, Compensation and Liability Act and the Michigan Environmental Response Act) for or related to, in whole or in part, the release or disposal of any substances, materials or wastes (whether Hazardous Materials or otherwise) by Tenant's employees, contractors or agents. This paragraph shall survive the termination or expiration of this Lease.

(c) Unless authorized or directed by court order, no auction, liquidation, lost our lease, going out of business, fire or bankruptcy sales may be conducted in the leased premises. Tenant agrees that it will conduct its business in the leased premises during all hours established for the Shopping Center by Landlord and will conduct such business in a lawful manner. Tenant shall not permit noise or odors in the leased premises which are objected to by any tenant or occupant of the Shopping Center and upon written notice from Landlord, Tenant shall immediately cease and desist from causing such noise or odor. Upon written notice from Landlord, Tenant shall immediately cease displaying merchandise and/or advertising which Landlord finds objectionable. Tenant shall not permit the operation of any vending machines, pinball machines, video games or other amusement devices, or pay telephones on the leased premises. Tenant shall not use the areas adjacent to the leased premises

for business purposes. Tenant agrees that all receiving, and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, trash, and garbage shall be made only by way of the areas provided therefor by Landlord. Except as may be permitted in writing by Landlord, no radio or television or other similar device shall be installed exterior to the leased premises and no aerial shall be erected on the roof or exterior walls of the building in which the leased premises are located. No merchandise or other obstruction shall be placed or permitted on the walks immediately adjoining the leased premises other than a patio approved by the Landlord. Landlord may direct the use of pest extermination and scavenger contractors at such intervals as Landlord may require.

(d) Notwithstanding the foregoing provisions of this Section 8.02 or any other provision of this Lease:

(i) All trash and garbage generated from the leased premises shall be stored within the leased premises and arrangements shall be made for the daily removal thereof prior to 8:00 a.m. every morning. Such arrangements shall be subject to Landlord's approval and shall be subject to Landlord's right to provide for the pickup thereof as set forth in Section 8.05 of this Lease. Tenant's employees shall be responsible for the daily removal of any trash, garbage, debris, grease, or leakage caused to any common area in connection with the removal of such trash and garbage.

(ii) Tenant shall remove grease from all exposed surfaces of the leased premises as is reasonably necessary. Tenant shall not place any grease into any trash compactor, normal garbage containers, floor drains, sink drains or toilets. Tenant shall maintain all grease traps on the leased premises, including a treatment program to chemically degrease sewer and drainage lines. Notwithstanding the foregoing, Landlord may, without notice to Tenant, enter the leased premises in order to inspect and if necessary clean grease traps and drains and Tenant shall reimburse Landlord for the costs thereof within ten (10) days after receipt of an invoice therefor. Any damage caused by Tenant's misuse of grease traps and/or drains or its failure to keep the same clean, all as herein provided, shall be Tenant's responsibility and Tenant shall reimburse Landlord for any costs incurred by Landlord as a result thereof within ten (10) days after receipt of an invoice therefor. Tenant agrees to retain a dependable bonded degreasing service for the leased premises on a minimum monthly basis throughout the term of this Lease to clean and degrease the entire kitchen area, ranges, cooking equipment, broilers, stoves, hoods, vents, exhaust and blower systems, filters, and flue stack in the leased premises. If Landlord shall provide such service, Tenant shall be obligated to use the same and shall pay a proportionate share of the actual cost thereof to Landlord or Landlord's contractor within ten (10) days after being billed therefor.

(iii) In the event Tenant shall fail to perform its obligations relating to the maintenance and operation of the leased premises pursuant to the terms of this Lease, upon forty-eight (48) hours oral notice to Tenant and Tenant's failure to cure such default within such forty-eight (48) hour period, Landlord shall have the right to perform such maintenance and to charge Tenant for its cost thereof, including a fifteen (15) percent administrative fee. Upon Tenant's failure to pay such charges within fifteen (15) days after receipt of an invoice therefor, Landlord shall have all of the rights and remedies herein provided for the failure to pay rent.

SECTION 8.03 COMPETITION. During the term of this Lease, Tenant shall not directly or indirectly, either individually or as a partner or stockholder or otherwise, own, operate or become financially interested in any similar or competing business within the Radius set forth in Section 1.01(i) from the outside boundary of the Shopping Center.

SECTION 8.04 STORAGE, OFFICE SPACE. Tenant shall warehouse, store and/or stock in the leased premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at the leased premises. Tenant shall use for office or other non-selling purposes only such space in the leased premises as is from time to time reasonably required for Tenant's business in the leased premises.

SECTION 8.05 CARE OF PREMISES. Tenant shall keep the leased premises (including the service areas adjacent to the leased premises, show windows and signs) orderly, neat, safe, and clean and free from rubbish and dirt and shall store all trash and garbage within the leased premises or such other location as Landlord shall direct, and shall arrange for the regular pick up of such trash and garbage at Tenant's expense. Tenant shall not burn any trash or garbage in or about the building. If Landlord shall provide any services and/or facilities for such storage and/or pick up (including trash compactors), then Tenant shall be obligated to use the same and to pay Landlord or Landlord's contractor for such services and/or facilities within 10 days after being billed therefor. If Landlord directs that a particular contractor provides any such services and/or facilities, Tenant shall use such contractor and, upon Landlord's request, enter into an agreement with such contractor for such services and/or facilities.

SECTION 8.06 EXCLUSIVE. Provided Tenant is not in default hereunder beyond applicable cure periods, Landlord shall not lease premises within the Shopping Center to any tenant for use as a Japanese Fusion restaurant, provided that, the

foregoing shall not be applicable to any premises located in the Shopping Center that presently or in the future is used for the sale or serving of Japanese food so long as the tenant within such premises is not using the word "Japanese Fusion" in its trade name.

ARTICLE IX

SECTION 9.01 CONSTRUCTION, OPERATION AND MAINTENANCE OF COMMON AREAS. Landlord has heretofore constructed building(s) on the site of the Shopping Center, and hard surface, properly drain, landscape, and light a parking area or parking areas all substantially as shown on Exhibit "A"; provided, that Landlord shall not be required to construct all of the improvements shown on Exhibit "A". Landlord agrees to cause to be operated, managed, and maintained during the term of this Lease all parking areas, roads, sidewalks, landscaping, drainage and common area lighting facilities and malls and courts within the Shopping Center. The manner in which such areas and facilities shall be maintained and operated, and the expenditures therefor shall be at the sole discretion of Landlord.

SECTION 9.02 TENANT'S PRO RATA SHARE OF EXPENSES. AFTER THE FIRST TERM OF THIS LEASE Tenant shall pay to Landlord in the manner hereinafter provided, but not more often than once each calendar month, Tenant's proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing and protecting, lighting, insuring (including self-insurance and the payment of deductible amounts under insurance policies), repairing, replacing, managing and maintaining the entire Shopping Center, including, without limitation, the common areas, all buildings and permanent improvements upon the Shopping Center and off-site utility systems, retention ponds, wetlands and/or off-site private roads serving the Shopping Center. Such costs and expenses shall include, but not be limited to: illumination and maintenance of Shopping Center signs, whether located on or off the Shopping Center site; cleaning; lighting; all water consumed in the Shopping Center and sanitary sewer charges (subject to Section 13.01(c) hereof); snow removal; line painting and landscaping; repairs and replacements, including roof and building repairs and replacements; personal property taxes; decorations; premiums for liability and property insurance; supplies; the cost of maintenance and replacement of equipment supplying music to the common areas; total compensation and benefits (including premiums for workers' compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section 9.02; and an amount equal to 15% of the total of all of the foregoing costs and expenses to cover Landlord's administrative costs. For the purpose hereof, any charges for utilities contained in the foregoing costs and expenses shall be at the same rates as the rates for comparable service from the applicable utility company serving the area in which the Shopping Center is located. Cost of operation and maintenance shall include: (i) the amortization (including interest) of the cost of acquiring and installing the equipment used in maintenance and any equipment and facilities acquired to reduce energy consumption or to otherwise reduce such costs and expenses of operating and maintaining such common areas; and (ii) all costs and expenses in connection with the operation, repair, replacement and maintenance of such common areas and all buildings and permanent improvements upon the Shopping Center, including, without limitation, legal, architectural and engineering fees.

Tenant's proportionate share of such costs and expenses shall be computed by multiplying the total of such costs and expenses by a fraction, the numerator of which is the number of square feet of floor area in the leased premises and the denominator of which is the total number of square feet of gross leased and occupied ground floor area of the Shopping Center, not including garden shops, greenhouses, outdoor sales areas, outdoor patios, outdoor eating areas, lumber and/or construction materials storage areas and the floor area of the Designated Tenants. Prior to the proration among the tenants of the foregoing costs and expenses as provided in this Section 9.02, there shall be deducted therefrom all amounts contributed by the Designated Tenants toward such costs and expenses.

Tenant's proportionate share of such costs and expenses with respect to the time periods when the same are payable shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord, or Landlord may, at its sole option, bill such costs and expenses monthly in arrears. Subsequent to the end of each calendar year during periods when the same are payable, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's proportionate share of such costs and expenses for such period. If the total amount paid by Tenant under this Section 9.02 for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within 10 days after the furnishing of each such statement, and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section 9.02. For the calendar year in which this Lease terminates, the provisions of this Section 9.02 shall apply, and Tenant's liability for its proportionate share of such costs and expenses for such year shall be subject to a pro rata adjustment based on the number of days of said calendar year during which the term of this Lease is in effect.

SECTION 9.03 USE OF COMMON AREAS. The term "common areas" as used in this Lease, shall mean the parking

areas, roadways, sidewalks, truckways, loading docks for use by more than one tenant, delivery areas, landscaped areas, elevators and escalators and stairs not contained in leased areas, public restrooms and comfort stations, the malls and courts and all other areas or improvements which may, at any time during the term hereof, be provided upon the Shopping Center for the convenience and use of the tenants of the Shopping Center and their respective subtenants, agents, employees, customers, invitees, and any other licensees of Landlord. The term "common areas" shall also include any off-site retention pond and off-site private roads servicing the Shopping Center, on and off-site Shopping Center signs, directional signs, and markers and on and off-site traffic regulation and control signs and devices, and any other facilities or areas, whether within or outside the Shopping Center, as may be designated by Landlord from time to time. The use and occupancy by Tenant of the leased premises shall include the use, in common with all others to whom Landlord has or may hereafter grant rights to use the same, of the common areas, and of such other facilities as may be designated from time to time. Tenant and its employees, subtenants, licensees, and concessionaires shall park their cars only in areas specifically designated from time to time by Landlord for that purpose. Automobile license numbers of employees', subtenants', licensees', and concessionaires' cars shall be furnished to Landlord upon Landlord's request. Landlord may at any time close temporarily any common area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage noncustomer parking; and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof.

SECTION 9.04 EQUIPMENT. The term "Equipment" shall refer to all equipment, tables, chairs, and other items that are located in the Restaurant at the time of the execution of this lease which are owned by Landlord (and are included on Exhibit F. All Equipment can be used at no expense by Tenant so long as Tenant is operating the Restaurant in the Leased Premises. Tenant shall not be permitted to remove, sell, or encumber the "Equipment" in any way, (Landlord shall at all times have a first secured interest in the "Equipment") unless such sale is in conjunction with and included in a sale of the Restaurant and the buyer of the restaurant enters into a new lease with Landlord and the new Tenant accepts the following paragraph as part of the new Tenant's Lease. Existing Tenant and any subsequent Tenant's shall not remove "Equipment" from the leased premises during the term of this Lease, any option terms or upon the expiration of this Lease. Landlord shall at all times have a first secured interest in the Equipment. Tenant shall not encumber the Equipment in any way. In the event that Tenant wishes to replace any particular piece of Equipment for any reason, Tenant must notify Landlord in writing of Tenant's wishes and Landlord shall have the option to either: (a) take ownership and possession of the particular item; or (b) grant Tenant full ownership of such item free and clear of any restrictions discussed in this section.

ARTICLE X

SECTION 10.01 ALTERATIONS BY TENANT. Tenant shall not make or cause to be made any alterations, additions, or improvements to the leased premises, or install or cause to be installed any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies, or awnings or make any changes to the storefront, mechanical, electrical or sprinkler systems without the prior written approval of Landlord. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought and all such work shall be in accordance with the Landlord's reasonable requirements. Tenant shall in any event surrender the leased premises at the time of the expiration or sooner termination of this Lease in the condition existing prior to the making of any unauthorized alteration, addition, or improvement. Further, Tenant shall in any event be responsible for repairing any damage caused to the common areas of the Shopping Center, or the facilities serving the same, by virtue of any unauthorized alteration, addition or improvement installed by or on behalf of Tenant.

SECTION 10.02 REMOVAL BY TENANT. All alterations, decorations, additions, and improvements made by Tenant shall be deemed to have attached to the leasehold and to have become the property of Landlord upon such attachment. Upon expiration of this Lease, Tenant shall not remove any of such alterations, decorations, additions, and improvements. Landlord may, however, designate by written notice to Tenant those alterations, decorations, additions, and improvements which shall be removed by Tenant at the expiration or termination of this Lease, and Tenant shall promptly remove the same and repair any damage to the leased premises caused by such removal. Notwithstanding the foregoing, Tenant's trade fixtures, furniture and business equipment which are not permanently affixed to the leased premises may be removed at any time (provided that) Tenant shall repair any damage caused to the leased premises or the Shopping Center by such removal), and, upon the expiration of the term or earlier termination of this Lease, the same shall be removed as provided in Section 11.02(b) hereof.

SECTION 10.03 SIGNS. Tenant will not place or cause to be placed or maintained on any exterior door, wall, or window of the leased premises any advertising matter or other thing of any kind and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the leased premises, or any hanging sign within 5 feet of any such window or door, without Landlord's prior written approval. No symbol, design, name, mark, or insignia adopted by the Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the store shall be visible from the outside. All signs shall be in good taste, and no handwritten signs shall be permitted. Tenant further agrees to maintain any such sign, awning, canopy, decoration, lettering, advertising matter or other thing, as may be approved, in good condition and repair at all times. All of Tenant's signs shall be governed by the criteria set forth on Exhibit "C" attached hereto and incorporated herein by reference.

ARTICLE XI

SECTION 11.01 LANDLORD'S OBLIGATIONS FOR MAINTENANCE OF LEASED PREMISES. Landlord shall (subject to reimbursement as provided in Section 9.02 hereof) keep and maintain the foundation (not including the floor slab), exterior walls and roof of the building in which the leased premises are located and the structural portions of the leased premises, exclusive of storefronts, windows (including plate glass windows), window frames, doors, door frames and door closure devices, in good repair, except that Landlord shall not be called upon to make any such repairs occasioned by the act or negligence of Tenant, its agents, employees, invitees, licensees or contractors, except to the extent that Landlord is reimbursed therefor under any policy of insurance permitting waiver of subrogation in advance of loss. In the event that the leased premises require maintenance or repairs for which Landlord is responsible hereunder, Tenant shall give immediate notice thereof to Landlord and Landlord shall not be responsible in any way for failure to perform any such maintenance or make any such repairs until a reasonable time shall have elapsed after receipt of such notice. Landlord shall not be called upon to make any other improvements or repairs of any kind upon said premises and appurtenances, except as may be required under Articles XVIII and XIX hereof.

SECTION 11.02 TENANT'S OBLIGATIONS FOR MAINTENANCE.

(a) Except as provided in Section 11.01 hereof, Tenant shall keep and maintain in good order, condition and repair (including replacement of parts, equipment and cracked or broken glass) the leased premises and every part thereof and any and all appurtenances thereto wherever located, including, but not limited to the exterior and interior portion of all doors, door frames, door checks, windows, window frames, plate glass, storefront, floor slab, all plumbing and sewage facilities within the leased premises, including free flow up to the main sewer line, grease traps, hair traps, fixtures, heating and air conditioning and electrical systems (whether or not located in the leased premises), sprinkler system, walls, floors, and ceilings, and all other work performed by Tenant. The plumbing and sewage facilities serving the leased premises shall not be used for any purpose other than that for which they are constructed, nor shall Tenant introduce any matter therein which results in blocking the said facilities. Tenant shall be responsible for any expenses incurred in connection with any breakage, stoppage or damage resulting from a violation of this provision by Tenant, its agents, employees, invitees, licensees, or contractors. **However, reasonable wear and tear shall be accepted from Tenant's repair and restore obligations.**

(b) Tenant shall keep and maintain the leased premises in a clean, sanitary, and safe condition in accordance with the laws of Michigan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting the leased premises. At the time of the expiration or sooner termination of the tenancy created herein, Tenant shall: (i) surrender the leased premises, including all systems covering the same, in good condition, reasonable wear and tear and loss by fire or other unavoidable casualty excepted; (ii) at Tenant's sole cost and expense and in a careful manner, remove all of its trade fixtures, furniture and business equipment which are not permanently affixed to the leased premises and repair any damage caused to the leased premises or the Shopping Center by such removal; and (iii) at Tenant's sole cost and expense and in a careful manner, remove its exterior signage, restore the building fascia to its condition before such signage was installed and repair any damage caused to the leased premises or the Shopping Center by such removal. Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean, and repair the heating, ventilating and air conditioning equipment which services the leased premises, including changing filters on a quarterly basis. Tenant shall deliver to Landlord a copy of Tenant's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within 30 days of the date Tenant takes possession of the leased premises. Tenant shall from time to time upon Landlord's request furnish proof to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract. Within 30 days preceding move out by Tenant, Tenant shall have the systems and equipment checked and serviced to ensure proper functioning and shall furnish Landlord proof thereof upon request.

(c) Tenant shall keep the leased premises and all other parts of the Shopping Center free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant, and agrees to bond against or discharge any mechanic's or materialmen's lien within 10 days after written request therefor by Landlord. Tenant shall reimburse Landlord for any and all costs and expenses incurred by Landlord by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within 10 days after receipt by Tenant from Landlord of a statement setting forth the amount thereof.

(d) Tenant shall install and maintain fire extinguishers and other fire protection devices as may be required by any agency having jurisdiction thereof and the insurance underwriters ensuring the building in which the leased premises are located; and Tenant shall comply with all requirements of the insurance underwriters insuring the leased premises.

(e) Tenant, its agents, employees, licensees, or contractors shall not enter upon the Shopping Center roof without the Landlord's prior written consent. Any damage caused to the roof arising out of the entry by or on behalf of Tenant shall be the responsibility of Tenant, entitling Landlord to make all necessary roof repairs and charge the cost thereof to Tenant.

ARTICLE XII

SECTION 12.01 LIABILITY INSURANCE. Tenant shall, from the date Tenant takes possession of the leased premises until the end of the term hereof, keep in force and effect: (a) a commercial general liability insurance policy, protecting against claims for bodily injury, personal injury and property damage with respect to the leased premises and the business operated by Tenant and any other persons and entities conducting business in the leased premises, including boiler and machinery insurance, and including product liability coverage, including but not limited to (if this Lease covers premises in which food and/or beverages are sold and/or consumed) coverage for liability arising out of the consumption of food and/or beverages on or obtained at the leased premises and (if applicable to Tenant's business) liquor liability coverage, in which the limits for bodily injury (including personal injury and contractual liability) shall be not less than \$3,000,000.00 per occurrence, and in which the limit of property damage liability shall be not less than \$500,000.00; and (b) Workers' Compensation coverage as required by law and employer's liability insurance. The policy shall name Tenant as insured and Landlord and any other parties in interest designated by Landlord, as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord 30 days' prior written notice. All insurance required to be carried by Tenant pursuant to Article XII of this Lease shall be written by responsible insurance companies licensed to do business in Michigan, with a best rating of at least A-: VIII and shall be primary and non-contributory with respect to any policies carried by Landlord. Any such insurance may be furnished under any blanket policy or under a separate policy therefor. A copy of each paid-up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Landlord prior to Tenant taking possession of the leased premises and upon renewals not less than 30 days prior to the expiration of such coverage. In addition, prior to the commencement of Tenant's Work and until full completion thereof, Tenant shall obtain and maintain or cause its contractor(s) to obtain and maintain all insurance required by Landlord.

SECTION 12.02 PROPERTY INSURANCE.

(a) Landlord shall, during the entire term hereof, carry insurance for fire and special extended coverage (as determined by Landlord) insuring the improvements located within the Shopping Center, including the leased premises and all appurtenances thereto (except merchandise, trade fixtures, furnishings, equipment, plate glass and personal property, such as signs, wall coverings, carpeting and drapes), for the full insurable value thereof (with deductibles determined solely by Landlord), such insurance coverage to include the improvements provided by Landlord and Tenant (except those items which Tenant is required to insure pursuant to Section 12.02(e) hereof), and such insurance coverage may include rental insurance.

(b) The cost of the premiums for all such insurance and the expenses incurred by Landlord relative to insurance appraisals, adjusters and reasonable insurance consultants' and attorneys' fees in connection therewith shall be included in the costs and expenses which Tenant pays a proportionate share of pursuant to Section 9.02 hereof, and Tenant shall pay its proportionate share thereof in accordance with said Section 9.02. Such charges may include the cost of premiums covering more than a single year, provided Landlord has paid the premiums reflected in such statements.

(c) Tenant shall provide Landlord with a certificate setting forth the cost of Tenant's Work in the leased premises promptly after completion thereof and shall periodically notify Landlord of any change in the replacement value of Tenant's Work.

(d) Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the leased premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept, in, upon or about the leased premises shall cause the rate of fire or other insurance on the leased premises or other property of Landlord in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the leased premises for the use permitted under this Lease or to any other property for the use or uses made thereof, Tenant will pay the amount of any increases.

(e) All property kept, stored, or maintained in the leased premises shall be so kept, stored, or maintained at the risk of Tenant only. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons or entities occupying adjoining premises or any part of the premises adjacent to or connected with the leased premises or any part of the building of which the leased premises are a part, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas or sewer pipes or for any damage or loss of property within the leased premises from any cause whatsoever. Tenant shall carry, at its expense, insurance against

fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring all merchandise, trade fixtures, furnishings, equipment, plate glass and personal property, such as signs, wall coverings, carpeting and drapes located on or within the leased premises, in an amount equal to not less than 100% of the full replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

SECTION 12.03 COVENANT TO HOLD HARMLESS. Tenant will indemnify Landlord, its partners, officers, directors, stockholders, beneficiaries, representatives, employees and agents and save it and them (for the purpose of this Section 12.03, individually and/or collectively, "Landlord") harmless from and against any and all claims, actions, damages, liability and expense in connection with all losses, including loss of life, personal injury and/or damage to property arising from or out of (a) any occurrence in, upon or at the leased premises, and (b) any Hazardous Materials installed or introduced into the leased premises or the Shopping Center by Tenant (or by others at Tenant's sufferance or with Tenant's permission) in whole or in part. For the purpose hereof, the leased premises shall include the service areas adjoining the same and the loading platform area allocated to the use of Tenant. In case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

SECTION 12.04 NOTICE BY TENANT. Tenant shall give immediate notice to Landlord in case of fire or accidents in the leased premises or in the building of which the leased premises are a part or of defects therein or in any fixtures or equipment.

ARTICLE XIII

SECTION 13.01 UTILITY CHARGES.

(a) Tenant shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utility used upon or furnished to the leased premises. Tenant shall contract directly with and shall be solely responsible to the public utility companies for the installation of service and the payment of all charges for Tenant's usage of such utility services. If Landlord shall elect to supply any of the foregoing utilities used upon or furnished to the leased premises: (i) Landlord shall be deemed to be a utility provider for the purposes of Section 366 of the Bankruptcy Code; and (ii) within 10 days of the presentation by Landlord to Tenant of bills therefor, Tenant shall purchase and pay for such utilities, at the rates which would be applicable to Tenant as a direct customer of the public utility company which supplies such utilities to the Landlord, and shall pay all charges in connection with same, as such rates and charges are filed by such utility company with the proper regulating authority and in effect from time to time covering such services. The obligation of the Tenant to pay for such utilities shall commence as of the date hereof, without regard to any free rental period or formal commencement date of this lease.

(b) Landlord shall not be liable to Tenant for any loss, damage, or expense which Tenant may sustain if the quality or character of utilities used upon or furnished to the leased premises is no longer available or suitable for Tenant's requirements, or if said utilities are interrupted as a result of actions by the public utility companies or any cause other than Landlord's negligence or willful default. Landlord, at any time at its discretion and upon not less than 180 days' prior written notice to Tenant, may discontinue the furnishing of electricity to the leased premises and, in such case, Tenant shall contract for the supply of such electricity with the public utility company supplying electricity to the neighborhood.

(c) If Tenant (or any other tenant of the Shopping Center) shall utilize substantial amounts of water, as determined by Landlord, Landlord shall have the right to install a water meter, at Tenant's expense, to measure consumption of water at the leased premises. In such event, Tenant shall pay for all water consumed and related sanitary sewer charges as shown by such meter. To the extent such water and sanitary sewer charges are paid pursuant to this Section 13.01(c) or comparable provisions of other leases for premises in the Shopping Center, the same shall not be included in the expenses described in Section 9.02 hereof.

(d) Tenant shall be responsible for the payment of all taps in, connection and use charges and fees imposed by any governmental units or utility companies in connection with utility services to the leased premises.

ARTICLE XIV

SECTION 14.01 OFF-SET STATEMENT. Tenant agrees within 10 days after request therefor by Landlord to execute in recordable form and deliver to Landlord a statement, in writing, certifying to Landlord and/or any party designated by Landlord (a) that this Lease is in full force and effect, (b) the commencement date, (c) that rent is paid currently without any off-set or defense thereto, (d) the amount of rent, if any, paid in advance, (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant, and (f) such other information as Landlord may reasonably request; provided that, in fact, such facts are accurate and ascertainable.

SECTION 14.02 ATTORNMENT. Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the leased premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

SECTION 14.03 SUBORDINATION. Tenant agrees that this Lease shall, at the request of Landlord, be subordinate to any first mortgages or deeds of trust that may hereafter be placed upon the leased premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or trust deeds shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default. Tenant also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to said mortgage or deed of trust. Tenant agrees, that upon the request of Landlord, any mortgagee, or any trustee, it shall execute whatever instruments may be required to carry out the intent of this Section 14.03.

SECTION 14.04 LANDLORD'S MORTGAGEE'S APPROVAL OF THIS LEASE. If Landlord's mortgagee will approve this Lease only upon the basis of modification of the terms and provisions of this Lease, other than those provisions relating to the size and location of the leased premises, the amount of rent and charges payable hereunder and the use for which Tenant is permitted to operate the leased premises, Landlord shall have the right to cancel this Lease if Tenant refuses to approve in writing any such modifications within 30 days after Landlord's request therefor, which request may not be made later than 45 days after the delivery of possession of the leased premises to Tenant. If such right to cancel is exercised, this Lease shall thereafter be null and void, any money or security deposited hereunder shall be returned to Tenant and neither party shall have any liability to the other by reason of such cancellation.

ARTICLE XV

SECTION 15.01 ASSIGNMENT AND SUBLETTING.

(a) Notwithstanding any provision herein to the contrary or reference herein to concessionaires or subtenants or otherwise, Tenant agrees not to assign or in any manner transfer this Lease or any estate or interest therein, and not to lease or sublet the leased premises or any part or parts thereof or any right or privilege appurtenant thereto, and not to allow anyone to conduct business at, upon or from the leased premises (whether as concessionaire, franchisee, licensee, permittee, subtenant, department operator or otherwise), either by voluntary or involuntary act of Tenant or by operation of law or otherwise, without obtaining Landlord's prior written consent thereto, which shall not be withheld unreasonably.

(b) The sale, issuance or transfer of any voting capital stock of Tenant or Tenant's Guarantor, if any, or any voting capital stock of any corporate entity which directly or indirectly controls Tenant (if Tenant or Tenant's Guarantor, if any, or any such controlling corporate entity is a corporation the stock of which is not traded on the New York Stock Exchange, NASDAQ or the American Stock Exchange), or any interests in any noncorporate entity which directly or indirectly controls Tenant or Tenant's Guarantor, if any, which results in a change in the direct or indirect voting control of Tenant, or Tenant's Guarantor, if any, shall be deemed to be an assignment of this Lease within the meaning of this Section 15.01. If Tenant is a partnership, trust or an unincorporated association, then the sale, issuance or transfer of a controlling interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership, trust, unincorporated association, or corporation which directly or indirectly controls Tenant, or the transfer of any portion of any general partnership or managing interest in Tenant or in any such entity, shall be deemed to be an assignment of this Lease within the meaning of this Section 15.01.

(c) In the event Tenant shall request the consent of Landlord to any assignment or subletting, then Tenant shall pay Landlord's reasonable attorneys' fees and processing fees incurred in connection therewith.

(d) In the event Tenant shall sublet any part of the leased premises or assign this Lease, all sums or other economic consideration received by Tenant as a result of such subletting or assignment, whether denominated rental or otherwise under the sublease or assignment, which exceed the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to that portion of the leased premises subject to such sublease) shall be payable to Landlord as additional rental under this Lease without affecting or reducing any other obligation of Tenant hereunder.

ARTICLE XVI

SECTION 16.01 WASTE OR NUISANCE. Tenant shall not commit or suffer to be committed any waste upon the leased premises and shall not place a load upon any floor of the leased premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises may be located, or in the Shopping Center. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, phonographs, radios, televisions, or any other sound producing device which will carry sound outside the leased premises.

ARTICLE XVII

SECTION 17.01 CHANGE OF NAME. Tenant agrees to operate its business in the leased premises under Tenant's Trade Name set forth in Section 1.01(j) hereof or under the new name as selected pursuant to the requirements of this Section. Tenant shall have the right to change the name of the restaurant one time within the first year unless the Landlord reasonably objects in writing to the proposed name change within 15 days of being presented the name change request in writing. After the first year, Tenant shall not change the name of the restaurant without the prior written approval of Landlord.

SECTION 17.02 SOLICITATION OF BUSINESS. Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in the parking area or in other common areas.

ARTICLE XVIII

SECTION 18.01 RECONSTRUCTION OF DAMAGED PREMISES.

(a) In the event the leased premises shall be partially or totally destroyed by fire or other casualty insured under the insurance carried by Landlord so as to become partially or totally untenable, then the damage to the leased premises shall be promptly repaired (unless Landlord shall elect not to rebuild as hereinafter provided), and the fixed minimum annual rental and other charges shall be abated in proportion to the floor area of the leased premises rendered untenable. Payment of full rental so abated shall commence and Tenant shall be obligated to reopen for business on the 30th day following the date that Landlord advises Tenant that the leased premises are tenable, unless Tenant opens at an earlier time in the damaged area or shall terminate as of the date of Tenant's earlier reopening. To the extent applicable, Landlord shall reconstruct the leased premises in accordance with the working drawings originally approved by Landlord or (at Landlord's sole election) with new drawings prepared by Tenant and acceptable to Landlord and Tenant, and in all other respects consistent with Landlord's then applicable standards for the Shopping Center. In no event shall Landlord be required to repair or replace any merchandise, trade fixtures, furnishings, equipment, plate glass, signs and/or personal property (including but not limited to wall coverings, carpeting and drapes). If Landlord repairs or rebuilds, Tenant, at Tenant's sole cost, shall repair or replace all merchandise, trade fixtures, furnishings, equipment, plate glass, signs, and personal property (including but not limited to wall coverings, carpeting and drapes) in a manner and to at least a condition equal to that prior to the damage or destruction thereof.

(b) If (i) more than 35% of the floor area of the building in which the leased premises are located or of the Shopping Center shall be damaged or destroyed by fire or other casualty, or (ii) during the last 3 years of the term hereof more than 25% of the floor area of the leased premises or of the building in which the leased premises are located or of the Shopping Center shall be damaged or destroyed by fire or other casualty, or (iii) all or any part of the Shopping Center or said building or the leased premises are damaged or destroyed at any time by the occurrence of any risk not insured under the insurance carried by Landlord, then Landlord may terminate this Lease by giving written notice to Tenant within 90 days after the occurrence of such damage or destruction.

SECTION 18.02 WAIVER OF SUBROGATION. Landlord and Tenant shall each be released from any liability resulting from damage by fire or casualty (irrespective of the cause of such fire or casualty), upon the express proviso that if at any time their respective insurers shall refuse to permit waivers of subrogation, Landlord or Tenant may in each instance revoke said waiver of subrogation effective 30 days from the date of notice to the other unless, within such 30 day period, the other is able to secure and furnish, without additional expense, insurance in other companies with such waiver of subrogation, or if such waiver can only be obtained at additional expense, if the other agrees to pay such additional expense.

ARTICLE XIX

SECTION 19.01 TOTAL CONDEMNATION. If the entire leased premises shall be taken by any public authority

under the power of eminent domain, or by deed in lieu thereof, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking.

SECTION 19.02 PARTIAL CONDEMNATION. If less than the whole but more than 25% of the leased premises or more than 25% of the common areas shall be taken under eminent domain, Tenant shall have the right either to terminate this Lease, or, subject to Landlord's right of termination as set forth below, to continue in the possession of the remainder of the leased premises and shall notify Landlord in writing within 10 days after such taking of Tenant's intention. In the event Tenant elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed minimum annual rental shall be reduced in proportion to the amount of the leased premises, if any, taken and Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to the basic building, as originally installed by Landlord, so as to constitute the remaining leased premises a complete architectural unit. If 25% or less of the leased premises shall be so taken, the lease term shall cease only on the part so taken as of the day possession shall be taken by such public authority and Tenant shall pay rent up to that day, with an appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking, and thereafter the fixed minimum annual rental shall be reduced in proportion to the amount of the leased premises taken. Landlord shall make all necessary repairs or alterations to the basic building, as originally installed by Landlord, so as to constitute the remaining leased premises a complete architectural unit. If more than 50% of the building in which the leased premises are located or more than 50% of the leased premises shall be taken under power of eminent domain, Landlord may, by written notice to Tenant delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

SECTION 19.03 DAMAGES. All damages awarded for such taking, whether for the whole or a part of the leased premises, shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the leased premises, provided that Landlord shall not be entitled to the award made for depreciation to or cost of removal of Tenant's stock and fixtures.

ARTICLE XX

SECTION 20.01 TENANT'S DEFAULT; RIGHT TO RE-ENTER. In the event of any failure of Tenant to pay any rental or other charges due hereunder within 10 days after the same is due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than 30 days after notice of such default to Tenant, or if Tenant shall abandon the leased premises, or permit this Lease to be taken under any writ of execution, then Landlord, besides other rights or remedies it may have, shall have the right to terminate this Lease and/or shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the leased premises within 5 days after Tenant has vacated the leased premises, then such property shall be deemed abandoned by Tenant and Landlord may dispose of the same without liability to Tenant.

SECTION 20.02 RIGHT TO RELET. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the leased premises, and relet the leased premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals 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 of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the residuum, if any, shall be held by Landlord and applied in payment of future rent as the same may 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 that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the leased premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the percentage rent which would be payable by

Tenant hereunder for the balance of the term, the annual percentage rent for each year of the unexpired term shall be equal to the average annual percentage rent paid and/or payable by Tenant with respect to the period from the commencement of the term to the time of default, or with respect to the preceding 3 full lease years, whichever period is shorter.

SECTION 20.03 LEGAL EXPENSES. In case suit shall be brought or attorney otherwise consulted, for recovery of possession of the leased premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept and performed, and a breach shall be established by a court of law, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorneys' fee.

SECTION 20.04 REMEDIES NOT EXCLUSIVE; WAIVER OF RIGHT OF REDEMPTION. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the leased premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

SECTION 20.05 WAIVER OF JURY TRIAL AND COUNTERCLAIM. The parties hereto hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the leased premises and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of rent, Tenant shall not interpose any counterclaim in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

SECTION 20.06 CURING OF TENANT'S DEFAULT BY LANDLORD. Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this Lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within the time provided in Section 20.01 hereof or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees, shall be deemed to be additional rent and shall be paid by Tenant on the day when rent shall next become due and payable.

ARTICLE XXI

SECTION 21.01 RIGHT OF ENTRY. Landlord or Landlord's agent shall have the right to enter the leased premises at all reasonable times to examine same, and to show them to prospective purchasers or mortgagees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the leased premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise.

ARTICLE XXII

SECTION 22.01 TAXES ON TENANT'S PROPERTY. Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the leased premises by Tenant.

ARTICLE XXIII

SECTION 23.01 HOLDING OVER. Any holding over after the expiration of the term of this Lease with the consent of Landlord, shall be construed to be a tenancy from month to month at the minimum rent of 20% per day of the then current monthly fixed minimum annual rental provided for in Section 3.01 hereof together with all other rental and charges herein provided and shall otherwise be on the terms and conditions herein specified, so far as applicable. In the event Tenant remains in possession of the leased premises after the expiration of the term of this Lease without Landlord's consent, then, in addition to any and all rights Landlord may have as a result thereof, Tenant shall also pay to Landlord all damages sustained by Landlord as a result of retention of possession by Tenant, including but not limited to the loss of any proposed subsequent tenant for any portion of the leased premises.

SECTION 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and

agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 15.01 hereof.

ARTICLE XXIV

SECTION 24.01 RULES AND REGULATIONS. Tenant agrees to comply with and observe all rules and regulations established by Landlord from time to time, provided the same shall apply uniformly to all tenants of the Shopping Center.

ARTICLE XXV

SECTION 25.01 QUIET ENJOYMENT. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or entity lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXVI

SECTION 26.01 SECURITY. Landlord acknowledges receipt of a security deposit in the sum set forth in Section 1.01(k) hereof which sum is to be retained as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for Tenant's failure to perform said covenants, conditions and agreements; Landlord may so apply the security, at its option; and Landlord's right to the possession of the leased premises for nonpayment of rent or for any other reason shall not be affected by reason of the fact that Landlord holds this security. The said sum, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach, is to be returned to Tenant without interest when this Lease is terminated, according to these terms, and in no event is the said security to be returned until Tenant has vacated the leased premises and delivered possession to Landlord. In the event that Landlord repossesses itself of the leased premises because of Tenant's default or because of Tenant's failure to carry out the covenants, conditions and agreements of this Lease, Landlord may apply said security upon all damages suffered to the date of said repossession and may retain said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of Tenant's default or breach. Landlord shall not be obliged to keep said security as a separate fund but may mix said security with its own funds.

ARTICLE XXVII

SECTION 27.01 WAIVER. One or more waivers of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval to or of any act requiring consent or approval shall not be deemed to render unnecessary consent or approval to or of any subsequent similar act. No breach of a covenant or condition shall be deemed to have been waived unless such waiver be in writing.

SECTION 27.02 ENTIRE AGREEMENT. This Lease and the Exhibits, Addenda and Rider(s), if any, attached hereto and forming a part hereof, set forth all the covenants, representations, promises, agreements, conditions and understandings between Landlord and Tenant concerning the leased premises and there are no other covenants, representations, promises, agreements, conditions, or understandings, either oral or written, between them. 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.

SECTION 27.03 INTERPRETATION AND USE OF PRONOUNS. Whenever the singular number is used, it shall include the plural, and the masculine gender shall include the feminine and neuter genders. If any language is deleted from this Lease, said language shall be deemed to have never appeared and no other implication shall be drawn therefrom.

SECTION 27.04 DELAYS. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, adverse weather conditions, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 27.04 shall not operate to excuse Tenant from prompt payment of rent, or any other payments required by the terms of this Lease.

SECTION 27.05 NOTICES. Unless specifically stated to the contrary in this Lease, any notice, demand, request, consent, approval or other instrument which may be or is required to be given under this Lease shall be in writing, shall be sent by United States certified mail, return receipt requested, postage prepaid, or by recognized overnight delivery service (provided

that such service is able to provide evidence of receipt or refusal of delivery), shall be deemed to have been given upon receipt (or refusal to receive), and shall be addressed (a) if to Landlord, to the address set forth in Section 1.01(l)(i) hereof, or such other address as Landlord may designate by written notice, and (b) if to Tenant, to the address set forth in Section 1.01(m)(i) hereof, or such other address as Tenant shall designate by written notice.

SECTION 27.06 CAPTIONS AND SECTION NUMBERS. The captions, section numbers, article numbers, and index 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 or articles of this Lease nor in any way affect this Lease.

SECTION 27.07 BROKER'S COMMISSION. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease except an agreement between Landlord and Franchise Select, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

SECTION 27.08 RECORDING. Tenant shall not record this Lease without the consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the leased premises, the term of this Lease, any special provisions, and shall incorporate this Lease by reference.

SECTION 27.09 FURNISHING OF FINANCIAL STATEMENT. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's and any Guarantor's current financial condition.

SECTION 27.10 LANDLORD'S USE OF COMMON AREAS. Landlord reserves the right to utilize portions of the common areas for carnival type shows, rides and entertainment, outdoor shows, displays, automobile and other product shows, the leasing of kiosks, and such other uses which tend to attract the public. Further, Landlord reserves the right to utilize the lighting standards and other areas in the parking lot for advertising purposes.

SECTION 27.11 TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer or transfers of Landlord's interest in the leased premises, the transferor shall be automatically relieved of any and all obligations accruing from and after the date of such transfer, including, but not limited to, any obligation with respect to the security deposit referred to in Section 26.01 hereof upon assignment of same to the transferee, provided that (a) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (b) notice of such transfer shall be delivered to Tenant. No holder of an instrument to which this Lease is or may be subordinate shall be responsible in connection with the security deposited hereunder, unless such holder shall have actually received the security deposited hereunder.

SECTION 27.12 FLOOR AREA. As used in this Lease "floor area" means, with respect to the leased premises and with respect to each store area separately leased, the number of square feet of floor space on the first-floor level, excluding any mezzanines and other non-ground floor areas, measured from the exterior faces of exterior walls, storefronts, walls fronting any malls, corridors and service areas, and the center line of party walls. No deduction or exclusion from floor area shall be made by reason of columns, stairs, elevators, escalators, shafts or other interior construction or equipment.

SECTION 27.13 INTEREST ON PAST DUE OBLIGATIONS. Any amount due hereunder which is not paid when due shall bear interest at a rate per annum equal to the lesser of: (i) 2% above the so-called "prime rate" published in The Wall Street Journal, as the same may change from time to time; and (ii) the highest rate legally permitted to be charged, but the payment of such interest shall not excuse or cure any default under this Lease.

SECTION 27.14 LIABILITY OF LANDLORD. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Shopping Center and out of rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Shopping Center, and neither Landlord nor the general partner or any of the other partners comprising the partnership which is the Landlord herein, nor any shareholder, trustee, officer, employee or agent thereof, shall be liable for any deficiency.

SECTION 27.15 ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and

satisfaction and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

SECTION 27.16 EXECUTION OF LEASE; NO OPTION. The submission of this Lease to Tenant shall be for examination purposes only and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the leased premises or any other premises situated in the Shopping Center. Execution of this Lease by Tenant shall be irrevocable. The return to Landlord of Tenant-executed copies of this Lease shall not be binding upon Landlord, notwithstanding any preparation or anticipatory reliance or expenditures by Tenant or any time interval, until Landlord has in fact executed and actually delivered a fully-executed copy of this Lease to Tenant.

SECTION 27.17 GOVERNING LAW. This Lease shall be governed by, and construed in accordance with, the laws of the State in which the Shopping Center is situated. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by the law.

SECTION 27.18 NAME OF SHOPPING CENTER. The Shopping Center in which the leased premises are located is presently known as "Papa Joes Shopping Center". Landlord hereby reserves the right at any time and from time to time, without notice to Tenant, to change the name of said Shopping Center.

SECTION 27.19 MORTGAGEE PROTECTION. Tenant agrees to give any Mortgagee(s), by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice, tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the address of such Mortgagee(s). Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagee(s) shall have an additional 30 days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such 30 days, any Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary, to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE XXVIII

SECTION 28.01 SECURITY AGREEMENT. Tenant hereby grants to Landlord a lien and security interest as security for the payment of all rental, additional rental or any other charges now or hereafter payable by Tenant hereunder, upon all equipment, fixtures and inventory (and the proceeds thereof) within the leased premises, including all improvements, equipment, fixtures, inventory, merchandise and other personal property now or hereafter placed on or in the leased premises, to the full extent of Tenant's and any assignee's or subtenant's interest therein (Tenant warranting and representing that it owns all such equipment, fixtures and inventory and that the same is unencumbered by security interest, lien or otherwise), and such lien shall include the right to prevent removal of said property from the leased premises and may be enforced, upon nonpayment of rent or other charges as aforesaid, or any other default by tenant hereunder, without notice to Tenant, unless notice is required by some other provision of this Lease, by re-entry, taking and sale, lease or other disposition of such property. Landlord shall also have all other rights and remedies upon default provided by law, including those set forth in the Uniform Commercial Code. The sale, lease or other disposition of the property shall be either public or private after at least 10 days' notice to Tenant at its last known address, and Landlord shall have the right and privilege to be a purchaser at any such sale. Landlord and Tenant agree that 10 days' notice of such sale, lease or other disposition of the property is reasonable under the circumstances. Tenant shall and hereby agrees to provide upon request a list of creditors and indebtedness and otherwise do whatever may be necessary or appropriate to pass good and legal title under any sale, lease or other disposition as herein provided. Any and all proceeds obtained at such sale shall be applied first to the cost of such sale, including reasonable attorneys' fees and costs, and then to any interest accrued and payable under the terms of this Lease for nonpayment of rent and/or any other charges, and any balance to the reduction of any principal sum due hereunder for rent and/or other charges. Sale or retention under such lien shall not be deemed to waive, alter, limit, or affect in any manner whatsoever, but shall be in addition to, any other remedies available to Landlord upon nonpayment of rent or other charges under this Lease or otherwise. Landlord shall have the right to file such financing statements or other documents as are necessary to perfect the lien and security interest hereby granted.

Furthermore, Exhibit F attached is a list of all fixtures and equipment which are the property of the Landlord and shall not be removed from the Lease space upon termination of this Lease. Tenant may use this equipment throughout the term of this lease and any extensions at no charge. Tenant shall be responsible to pay all personal property taxes related to said equipment and fixtures throughout the term of this lease and any extensions.

Landlord shall have the right to file such financing statements or other documents as are necessary to perfect the lien and security interest hereby granted.

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

WITNESSES:

CURTIS PROPERTIES GROUP, LLC
A Michigan limited liability company

By: _____
Anthony Curtis, Manager "Landlord"

NAON LLC

By: _____
Junhyup Yoon "Tenant"

ACKNOWLEDGMENT OF LANDLORD

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 3rd day of August 2021 before me personally appeared Anthony Curtis, to me personally known, who, being by me duly sworn, did say that he is a manager of Curtis Properties Group, LLC, a Michigan limited liability company, and that said instrument was signed on behalf of said company and said signatory acknowledged before me said instrument to be the free act and deed of said company.

Sign Name: _____
Print Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

ACKNOWLEDGMENT OF TENANT

STATE OF)
) ss.
COUNTY OF)

On this 3rd day of August 2021, before me personally appeared Junhyup Yoon , to me personally known, who, being by me duly sworn, did for himself say that he is a member of the Limited Liability Company named in and which executed the within instrument, and that said instrument was signed in behalf of said Limited Liability Company by authority of its members said signatory acknowledged before me said instrument to be the free act and deed of said Limited Liability Company .

Sign Name: _____
Print Name: _____
Notary Public, State of _____, County of _____
My Commission Expires: _____
Acting in the County of _____

Shopping Center Site Plan

1st FLOOR

TENANT 1,165 S.F.

TENANT 2,902 S.F.

TENANT 1

TENANT 34,211 S.F.

TENANT 1,226 S.F.

TENANT 470 S.F.

TENANT 5,216 S.F.

Building 1

Building 2

TENANT 1,320 S.F.

TENANT 1,424 S.F.

TENANT 1,440 S.F.

TENANT 1,440 S.F.

TENANT 1,440 S.F.

TENANT 1,440 S.F.

TENANT

TENANT

PUBLIC SPACE 1,097 S.F.

TENANT 1,375 S.F.

TENANT 1,167 S.F.

TENANT 1,167 S.F.

TENANT 1,167 S.F.

TENANT 1,167 S.F.

TENANT 1,167 S.F.

TENANT 1,167 S.F.

TENANT 5,680 S.F.

2ND FLOOR TENANT SPACE 212 S.F.

EXHIBIT "B"

LEGAL DESCRIPTION

PAPA JOE'S PLAZA

Legal description for parcels 1-4 shown in title report commitment number 63-692916. Prepared by the Philip F. Greco Title Company.

Parcel I: Part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: beginning at a point distant north 00 degrees 00 minutes 30 seconds east, 146.57 feet and north 30 degrees 42 minutes 30 seconds west, 685.38 feet from the southeast section corner, thence north 30 degrees 42 minutes 30 seconds west, 331.57 feet, thence south 76 degrees 14 minutes 30 seconds west, 320.05 feet; thence south 10 degrees 36 minutes 00 seconds east, 317.77 feet; thence north 76 degrees 13 minutes 30 seconds east, 434.23 feet to the point of beginning.

Parcel II: Part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: beginning at a point distant north 00 degrees 00 minutes 30 seconds east, 146.57 feet and north 30 degrees 42 minutes 30 seconds west, 402.71 feet from the southeast section corner; thence north 30 degrees 42 minutes 30 seconds west, 282.87 feet; thence south 76 degrees 13 minutes 30 seconds west, 434.23 feet; thence south 10 degrees 36 minutes 00 seconds east, 271.01 feet; thence north 76 degrees 13 minutes 30 seconds east, 531.62 feet to the point of beginning.

Parcel III: Part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: beginning at a point distant north 00 degrees 00 minutes 30 seconds east, 146.57 feet and north 30 degrees 42 minutes 30 seconds west, 274.81 feet from the southeast section corner; thence north 30 degrees 42 minutes 30 seconds west, 127.90 feet, thence south 76 degrees 13 minutes 30 seconds west, 334.00 feet; thence south 10 degrees 36 minutes 00 seconds east, 122.54 feet; thence north 76 degrees 13 minutes 30 seconds east, 378.04 feet to the point of beginning.

Parcel IV: Part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: part of the southeast $\frac{1}{4}$ of section 3, town 3 north, range 11 east, city of Rochester Hills, Oakland County, Michigan, described as: beginning at a point distant north 00 degrees 00 minutes 30 seconds east, 146.57 feet and north 30 degrees 42 minutes 30 seconds west, 109.48 feet from the southeast section corner; thence south 00 degrees 49 minutes 30 seconds west, 638.84 feet; thence north 10 degrees 42 minutes 30 seconds west 163.84 feet; thence north 76 degrees 13 minutes 30 seconds east, 197.82 feet; thence south 10 degrees 30 minutes east 122.54 feet; thence north 76 degrees 13 minutes 30 seconds east, 378.04 feet; thence south 30 degrees 42 minutes 30 seconds east, 185.33 feet to the point of beginning.

EXHIBIT "C" SIGN CRITERIA

General

1. Tenant will not place or cause to be place or maintained any sign or advertising matter of any kind anywhere within the Shopping Center, except in the interior of the leases premises, without Landlord's prior written approval, such approval not to be unreasonably withheld or delayed, if such signage conforms to Landlord's sign criteria, beyond five (5) days upon Landlord's receipt of Tenant's sign plan. No symbol, design name, mark or insignia adopted by the Landlord for the Shopping Center shall be used without the prior written consent of Landlord except that the same may be used in Tenant's advertising subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Shopping Center. Tenant further agrees to maintain in good condition and repair at all times any such sign or advertising matter of any kind which has been approved by Landlord for use by Tenant.
2. The furnishing and installation of a sign and the costs incurred shall be the responsibility of the Tenant. Sign construction is to be completed in compliance with the instructions, limitations and criteria contained herein.
3. All signs and location of the same must be approved by the applicable governmental authorities and Landlord. Four (4) prints of sign design and details must be submitted to Landlord for approval.
4. Sign location will be designated by the Landlord. Sign location may be such that the centerline of the sign is not centered over the centerline of Tenant's store front, but such sign will be between the line of Tenant's demising walls but Landlord shall use reasonable efforts to have such sign centered.
5. Tenant's sign contractor shall provide the necessary and required backing and framing behind the sign fascia if required to support Tenant's sign.
6. Tenant shall be allowed to place their sign on the Shopping Center's Monument Sign.

Sign Criteria

Further sign criteria shall be specified by the Project Architect.

Prohibited Types of Signs or Sign Components

1. Moving or rotating signs
2. Signs employing movement or flashing lights
3. Signs exhibiting the names, stamps or decals of the sign manufacturer or installer
4. Signs employing painted and/or non-illuminated letters
5. Cloth, wood, paper or cardboard signs, stickers, decals or painted signs around or on exterior surfaces of the premises
6. Signs employing noise making devices and components
7. Signs, letters, symbols or identification of any nature, painted directly on surfaces exterior to the premises
8. Free-standing signs and any type of BOX SIGNS
9. Signs employing un-edged or uncapped plastic letters with no returns and exposed fastenings.

ACKNOWLEDGMENT OF LANDLORD UTILITY POLICY

The undersigned Tenant hereby acknowledges that all utilities in service at the time of execution of this Lease will be terminated by Landlord if said utilities are not transferred into the name of the Tenant within ten (10) days of signing of said Lease. Utilities are understood to be gas serviced by Consumers Energy, electric serviced by DTE Energy and, if applicable, water and sewer serviced by the City where leased premises are located and trash removal (Clinton Township). Tenant further acknowledges that he/she/it will be responsible for any fees incurred in turning the utilities on or reinstalling meters.

Tenant agrees to provide a copy of the first utility bill for gas, electric, and, if applicable, water to Landlord. These bills will be used as proof that the utilities were transferred into the Tenants name.

WITNESS

TENANT

DATE

TO SWITCH SERVICES TO YOUR NAME CALL:

Consumers Energy: 1-800-477-5050

DTE Energy: 1-800-477-4747

Water & Sewer:

Rochester Hills: 1-248-656-4688

Clinton Township: 1-586-286-9300

Southfield: 1-248-796-4850

Birmingham: 1-248-530-1830

Trash Removal:

Clinton Township: 877 494 8811 Waste Management

GUARANTY

The undersigned Junhyup Yoon whose address is 1327 Natalie Ln. Apt 207, Ann Arbor MI 48105-2910

in consideration of the leasing of the leased premises described in that certain Lease dated August 3rd 2021, between Curtis Properties Group LLC, as Landlord, and Naon LLC as tenant, does hereby covenant and agree as follows:

- A. The undersigned does hereby guarantee the full, faithful, and timely payment and performance by Tenant of all of the payments, covenants and other obligations of Tenant under or pursuant to the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then the undersigned, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant, and perform all the other covenants and obligations to be performed by Tenant, under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including attorneys' fees and litigation costs), that may arise in consequence of Tenant's default. The undersigned hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant. This guarantee shall be limited to a period of one year as long as tenant gives landlord 120-day notice of its intent to vacate the premises and delivers the keys and premises subject to the terms of the lease and pays all rent and arrearages, utilities, water, and personal property taxes up through the 120-day notice. Notwithstanding, the guarantor shall guarantee landlord a minimum of twelve months of rent, utilities, water and personal property taxes.
- B. The obligations of the undersigned hereunder are independent of, and may exceed, the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against the undersigned, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. The undersigned waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.
- C. This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any assignment of, or subletting, concession, franchising, licensing or permitting under, the Lease. The undersigned hereby waives notice of any of the foregoing and agrees that the liability of the undersigned hereunder shall be based upon the obligations of Tenant set forth in the Lease as the same may be altered, renewed, extended, modified, amended, or assigned. For the purpose of this Guaranty and the obligations and liabilities of the undersigned hereunder, "Tenant" shall be deemed to include any and all concessionaires, licensees, franchisees, department operators,

assignees, subtenants, permittees or others directly or indirectly operating or conducting a business in or from the leased premises, as fully as if any of the same were the named Tenant under the Lease.

- D. The undersigned's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned, or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties) and/or released Tenant from the performance of its obligations under the Lease.
- E. This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Lease in any such proceedings or otherwise.
- F. If this Guaranty is signed by more than one party, their obligations shall be joint and several, and the release of one of such guarantors shall not release any other of such guarantors.
- G. Neuter terms should also refer, where applicable, to the feminine gender and the masculine gender; the singular reference shall also include the plural of any word if the context so requires.
- H. This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant, and the undersigned. Landlord may, without notice, assign this Guaranty in whole or in part.
- I. In the event that Landlord should institute any suit against the undersigned for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should the undersigned institute any suit against Landlord arising out of or in connection with this Guaranty, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.
- J. It is understood that the Lease and the Exhibits, Addenda and Rider(s), if any, attached thereto, are intended to set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant, and it hereby is expressly acknowledged and agreed that this Guaranty is not executed in reliance on any covenants, promises, agreements, conditions or understandings between Landlord and Tenant, or made to or with the undersigned, either oral or written, other than those contained in the Lease and the Exhibits, Addenda and Rider(s) attached thereto.
- K. The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of Guarantor(s) hereunder.
- L. This Guaranty is made pursuant to, and shall be interpreted and applied in accordance with, the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty on this 3rd day of August 2021.

Guarantor

Name: Junhyup Yoon

ACKNOWLEDGMENT

STATE OF)
) SS.
COUNTY OF)

On this 3rd day of August 2021, before me personally appeared _____ to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same as their free act and deed.

Sign Name: _____
Print Name: _____
Notary Public, State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of _____

AMENDMENT TO LEASE

This AMENDMENT TO LEASE (the "Amendment") is made this 23rd day of June, 2026, between CURTIS PROPERTIES GROUP, LLC a Michigan limited liability company, whose address is 6900 Rochester Rd., Rochester Hills, MI 48307 (hereinafter referred to as "Landlord"), NAON, LLC, a Michigan limited liability company, whose address is 6866 N ROCHESTER RD ROCHESTER HILLS MI (hereinafter referred to as "Tenant"), Junhyup Yoon, an individual residing in Michigan, (Junhyup Yoon is referred to as the "Guarantors").

WITNESSETH:

WHEREAS, pursuant to Lease, dated August 3, 2021, between Landlord and NAON, LLC, Tenant leases from Landlord that certain premises described in Exhibit E of the Lease (the "Premises");

WHEREAS, under the Lease, the Tenant has a Gross Lease and is not responsible for NNNs/ CAM expenses of the shopping center .

WHEREAS, Tenant has agreed to accept the five-year option stated in the Lease .

WHEREAS, Tenant and Landlord have agreed to extend the Lease for an additional five years at the current rent stated in the Lease for year five and delete the term Gross Lease and replace that term with plus NNN's / CAM charges , currently estimated to be \$10.50 per square foot per year (\$1,651.13) per month, more particularly described in Exhibit A. attached to this Amendment .

NOW, THEREFORE, in consideration of the mutual covenants set forth herein below and other good and valuable consideration, receipt of which is hereby acknowledged, Landlord, Tenant, and Guarantors hereby agree as follows:

1. 1. Tenant and Landlord have agreed to the five year extension of this Lease by maintaining the monthly rent at the amount stated in the Lease for year five with no increase in Rent throughout the five year extension other than the addition of NNN's / CAM charges to the Lease throughout the entire extension period , more particularly described in Exhibit A. attached to this Amendment .
2. 3. Additional Payments Due. Tenant and Guarantors hereby acknowledge and affirm that in addition to all other sums due to Landlord from Tenant under the Lease, Tenant shall pay the Landlord NNN / Cam charges beginning August 1, 2026.
4. 4. Payments. Tenant's additional payment set forth in Section 1, above, shall be made to Landlord on or before the first day of each month from August 1, 2026 through end of the Lease Term and any extensions or additional time the Tenant is in possession of the Leasehold , and shall be made in the same manner as Tenant's rent payments under the Lease. A failure by

tenant to timely make the additional payment required hereunder shall constitute a default under the Lease pursuant to Article XVI of the Lease, and Landlord shall be entitled to exercise all rights and pursue all remedies available to the Landlord thereunder.

5. Acceptance By Guarantors: The Guarantors hereby ratify their obligations under the Guaranty and jointly and severally acknowledge and accept the terms of this Amendment. This Amendment shall not be construed as releasing the Guarantors' liability or obligations under the Guaranty, including but not limited to the payment of all sums and the performance of all obligations thereunder at the time and in the manner required under the Lease and under the Guaranty, respectively. The Guarantors' obligations as provided in the Guaranty shall be deemed to include all of Tenant's obligations to the Landlord under this Amendment (including but not limited to the payment referenced in Section 1, above) in addition to any and all other obligations of Guarantors under the Guaranty all of which shall otherwise remain unchanged.

6. Miscellaneous. (a) The Lease and the exhibits attached thereto, and any ancillary agreements referred to therein, as amended by this Amendment, set forth all of the covenants, agreements, stipulations, promises, and understandings between Landlord and Tenant concerning the Premises and the Building and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between Landlord and Tenant other than as set forth herein and therein. Tenant, Landlord, and Guarantors hereby acknowledge and agree to and with the other that, as of the date hereof:

- (i) the Lease, as amended by this Amendment, shall be in full force and effect as of the signing of this Amendment .
- (ii) Tenant has no claims, set off, or defenses with respect to the performance of any of Landlord's obligations under the Lease; and
- (iii) the Lease and the Guaranty, as amended, are hereby ratified and confirmed in all respects.

(b) All terms contained in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Lease.

(c) In the event of any conflicts or inconsistencies between the terms of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

(d) This Amendment shall be construed, interpreted and enforced under the laws of the State of Michigan.

(e) This Amendment is binding upon and shall insure to the benefit of the parties hereto and their respective permitted successors and assigns under the Lease.

(f) The captions used herein are for convenience only and shall not affect the meaning of any of the provisions hereof.

(g) Except as indicated herein, all other terms and conditions of the Lease shall remain the same;

(h) This Amendment may be executed in multiple counterparts, including electronically, and each counterpart shall constitute an original hereof, but all of which taken together shall constitute one and the same document;

(i) Each person executing this Amendment for a legal entity hereby represents and warrants that he/she has the requisite authority and capacity to do so on behalf of the party for which he/she is executing this Amendment, and to thereby legally bind such party to the terms of this Amendment.

(j) If any term of this Amendment, or its application to any person or circumstance, is finally determined by a court of competent jurisdiction to be unenforceable, invalid or illegal, such term shall be construed to be valid and enforceable to the maximum extent permitted by law, and each and every remaining term of this Amendment shall be fully valid and enforceable as written;

(k) The parties each represent and warrant to the others that it and he is represented by legal counsel of its and his choice in connection with the transactions

contemplated herein and the negotiation and execution of this Amendment, and that it and he has read this Amendment, is fully aware of and understands the terms contained in this Amendment and their consequences, and has voluntarily and without coercion or duress of any kind entered into this Amendment, believing it to be in its and his best interest;

(l) Time is of the essence of this Amendment.

(m) The recitals to this Amendment are hereby incorporated as though set forth fully herein.

[signature page follows]

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

LANDLORD:

CURTIS PROPERTIES, LLC,
a Michigan limited liability company



By: Tony Curtis
Its: Member and Authorized Agent

TENANT:

NAON, LLC,
a Michigan limited liability company



By: Junhyup Yoon
Its: Member and Authorized Agent

GUARANTORS (jointly and severally):



Junhyup Yoon

WITNESS
MALGORZATA PORTER

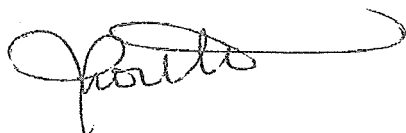


EXHIBIT A

THIS EXHIBIT, made and entered into on the date specified in this Amendment to the Lease attached hereto and made a part hereof, by and between the party named as Landlord and the party named as Tenant .

Section 1.00 Taxes.

(a) Commencing with the Lease Commencement Date and continuing throughout the term of this Lease, as this Lease may be extended from time to time, Tenant shall pay to Landlord its proportionate share of all taxes and assessment (special or otherwise) which have been or may be levied or assessed by any lawful authority with respect to any calendar year during the term of this Lease, against the land, buildings and improvements presently and/or at any time during the term of this Lease comprising the Shopping Center (hereinafter collectively called "Taxes"). All Taxes shall be deemed levied or assessed with respect to the calendar year in which the same are first due and payable, without regard to the fiscal year or accounting period shown on the tax bills relating to such Taxes. Should the United States, the State of Michigan, or any political subdivision thereof or any governmental authority having jurisdiction thereover either: (i) impose a tax and/or assessments of any kind or nature upon, against, measured by or with respect to the rental payable by tenants in the Shopping Center to Landlord or on the income of Landlord derived from the Shopping Center or with respect to the Landlord's (or individuals' or entities' which form the Landlord herein) ownership of the land, buildings and improvements at any time comprising the Shopping Center, either by way of substitution for an or any part of the taxes and assessments levied or assessed against such land, buildings and improvements, or in addition thereto; and/or (ii) impose a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking space in the Shopping Center; then in either or both of such events, such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section 1.00 and Tenant shall be obligated to pay its proportionate share thereof as provided herein. Tenant's proportionate share shall be equal to the product obtained by multiplying the Taxes by a fraction, the numerator of which shall be the square foot floor area of the Leased Premises and the denominator of which shall be the total number of square feet of leasable ground floor in the fully constructed buildings in the Shopping Center; provided, however, that with respect to any buildings in the Shopping Center (and any land or improvements appurtenant thereto) which are separately assessed, the taxes and assessments relating thereto shall, at Landlord's option, not be deemed "Taxes" which are to be apportioned hereunder, and in such event, the number of leasable square feet of such separately assessed building(s) shall not be included within the denominator of such fraction.

(b) Tenant's proportionate share of all of the Taxes levied or assessed during the term hereof, as determined by Landlord, plus an amount equal to fifteen percent (15%) thereof to cover Landlord's administrative costs, shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord; provided, that in the event Landlord is required under any mortgage covering the Shopping Center to escrow real property taxes, Landlord may, but shall not be obligated to, use the amount required to be so escrowed as a basis for its estimate of the monthly installments due from Tenant hereunder. Upon receipt of all tax bills and assessment bills attributable to any calendar year during the term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the Taxes for such year, along with a copy of the tax bill. In the event no tax bill is available, Landlord will compute the amount of the Taxes. If the total amount paid by Tenant under this Section 1.00 for any calendar year of the term of this Lease shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay to Landlord the difference between

the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefor by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installments of Taxes due from Tenant to Landlord hereunder, or upon expiration of the term of this Lease such excess shall be refunded to Tenant. All amounts due hereunder shall be payable to Landlord at the place where the Minimum Rent is payable. For the calendar years in which this Lease commences and terminates, the provisions of this Section 1.00 shall apply, and Tenant's liability for its proportionate share on any Taxes for such years shall be subject to a pro rata adjustment bases on the number of days of said calendar years during which the term of this Lease is in effect. Prior to the commencement of the term of this Amendment and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder. Landlord's and Tenant's obligations under this Section 1.00 shall survive the expiration of the term of this Amendment.

(c) Notwithstanding anything in this Section 1.00 to the contrary, all third party costs and expenses incurred by Landlord in connection with negotiations for, or contests (including litigation) of the amount of the Taxes, to the extent of the tax savings, shall be included within the term "Taxes." In the event a refund is obtained, Landlord shall credit a portion thereof to the next installment of Taxes due from Tenant in proportion to the share of such Taxes originally paid by Tenant from which the refund was derived.

(d) In addition to the foregoing, Tenant at all times shall be responsible for and shall pay, before delinquency, all taxes levied, assessed or unpaid on any leasehold interest, any right of occupancy, any investment of Tenant in the Leased Premises, or any personal property of any kind owned, installed or used by Tenant, including Tenant's leasehold improvements or on Tenant's right to occupy the Leased Premises.

Section 2.00 Additional Payments. NNN's /Cam shall be defined in this Amendment as payments in addition to Rent only, which sum shall be payable in the manner provided in this Amendment. All other sums of money or charges required to be paid by Tenant under this Exhibit attached hereto shall be due and payable within thirty (30) days after demand, without any deductions or setoffs whatsoever. Tenant's failure to pay any such amounts or charges when due shall carry with it the same consequences under this Exhibit as Tenant's failure-to pay rent. All such amounts or charges shall be payable to Landlord at the place where the fixed Minimum Rent is payable.

OPERATION AND MAINTENANCE OF COMMON AREAS

Section 3.00 Tenant's Share of Expenses. Commencing with the Amendment Commencement Date and continuing throughout the term of the Lease, as the Lease may be extended from time to time, Tenant agrees to pay to Landlord, in the manner hereinafter provided, Tenant's proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing and protecting, lighting, heating, insuring, repairing, replacing and maintaining the Common Areas of the Shopping Center, including the cost of insuring all property provided by Landlord which may at any time comprise the Shopping Center ("Common Area Costs"). Such Common Area Costs shall include, but not be limited to: illumination and maintenance of Shopping Center signs, whether located on or off the Shopping Center site; cleaning

(including windows), lighting and other utilities, snow removal, line painting and landscaping; premiums for liability and property insurance; personal property taxes; policing and security services; supplies; holiday decorations; pest control; music and intercom systems; reasonable depreciation (but not original cost) of equipment used in the operation or maintenance of the Common Areas; total compensation and benefits, (including premiums and contributions for workers' compensation and other employment related benefits and costs) paid to or in connection with employees involved in performance of the work described in this Section 8.03; and an amount equal to fifteen percent (15%) of the total of all of the foregoing costs and expenses to cover Landlord's administrative costs. The proportionate share to be paid by Tenant shall be equal to the product obtained by multiplying the total of such Common Area Costs by a fraction, the numerator of which is the number of square feet of floor area of the Leased Premises, and the denominator of which is the total number of square feet of leasable ground floor area in the fully constructed buildings in the Shopping Center for which Landlord performs Common Area Maintenance.

Tenant's proportionate share of such Common Area Costs for each Lease Year and Partial Lease Year shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord from time to time. At the end of each Lease Year and/or Partial Lease Year, Landlord shall furnish Tenant with a statement of Tenant's proportionate share of the actual amount of such Common Area Costs for such period. If the amount paid by Tenant under this Section for any Lease Year or Partial Lease Year shall be less than the actual amount due from Tenant for such Lease Year or Partial Lease Year as shown on such statement, Tenant shall pay to Landlord such deficiency within thirty (30) days after the furnishing of such statement, and if the amount paid by Tenant under this Section for any such Lease Year or Partial Lease Year shall exceed such actual amount due from Tenant for such Lease Year or Partial Lease Year, such excess shall be credited against the next installments due under this Section 8.03, or upon the expiration of the term of this Lease such excess shall be refunded to Tenant.

Section 4.00 Property Insurance.

(a) During the term of this Amendment, Landlord shall carry fire and extended coverage insurance on the standard form available in the State of Michigan, and at Landlord's option may carry broader coverages including, but not limited to, Boiler and Machinery insurance and/or Difference in Conditions insurance, insuring the Shopping Center, Common Areas and the Leased Premises, including that portion of the Leased Premises constructed or furnished by Tenant, provided with respect to items constructed or furnished by Tenant, the same were constructed or furnished pursuant to the requirements of Exhibit "C" of the Lease and are reflected in the plans and specifications submitted by Tenant pursuant to the requirements of Section 5.03 of the Lease, or with respect to alterations made by Tenant which are reflected in plans and specifications furnished by Tenant to Landlord, and approved by Landlord, pursuant to Section 11.01 thereof. Landlord shall have no obligation to insure items which have been furnished by Tenant which Tenant has the right to remove from the Leased Premises at the expiration or the earlier termination of the term thereof or which are not permanently affixed or otherwise attached to the Building of which the Leased Premises are a part. Included within such latter items are trade fixtures, furniture, decorative lighting (such as chandeliers) and other decor items. Tenant, at Landlord's request, will furnish Landlord with the replacement cost of items furnished by Tenant, which Landlord is required to insure. Landlord shall have no liability to Tenant for any failure to insure items provided by Tenant for amounts in excess of the replacement cost furnished by Tenant

to Landlord. All such insurance shall be procured and maintained on a replacement cost basis, if available, in an amount determined solely by Landlord and with or without deductible, at the option of Landlord.

(b) Landlord may, at its option, carry rental interruption insurance with respect to the Shopping Center in an amount equal to the aggregate rent, and estimated cost for Taxes, insurance premiums, and Common Area Costs, payable by all tenants in the Shopping Center for up to a full eighteen (18) month period.

(c) Tenant shall, at its expense, carry fire, extended coverage, vandalism and malicious mischief insurance on a replacement cost of such portions of the Leased Premises which Landlord is not responsible for insuring pursuant to Section 4.00(a) hereof, and for the entire contents thereof including, but not limited to, Tenant's trade fixtures, furnishings, equipment and inventories.

(d) Tenant shall not carry any stock of goods or do anything in or about the Leased Premises, which will in any way tend to increase the insurance rates on said Leased Premises and/or the Building of which they are a part. If Tenant installs any electrical equipment that overloads the lines in the Leased Premises, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

Section 5.00 Insurance Costs. Commencing with the Lease Commencement Date and continuing throughout the term of this Lease, as this Lease may be extended from time to time, Tenant shall pay to Landlord, within thirty (30) days after billing therefore, Tenant's proportionate share of the entire cost of insurance carried by Landlord pursuant to Sections 4.00(a) and (b) hereof and Landlord's primary general liability and excess liability insurance covering the Shopping Center, plus an amount equal to fifteen percent (15%) thereof to cover Landlord's administrative costs. Tenant's proportionate share shall be equal to the product obtained by multiplying the total insurance cost by a fraction, the numerator of which is the number of square feet of floor area of the Leased Premises, and the denominator of which is the total number of square feet of leasable ground floor area of fully constructed buildings in the Shopping Center covered by such insurance.

Insurance costs shall be deemed to be applicable to the Lease Year within which the premium is first due and payable without regard to the policy year.

Section 6.00 Sharing Cost of Deductible. To the extent of any casualty which Landlord is required to repair which is not reimbursed from the insurance proceeds because of the deductible amount under the insurance carried by the Landlord, Tenant shall pay its prorated share of such deductible amount within thirty (30) days of invoice based on the proportion of the square feet of floor area of the Leased Premises damaged by such casualty to the total of the number of square feet of leasable floor area of fully constructed buildings in the Shopping Center covered by such insurance damaged by such casualty.

Section 7.00 Waiver of Subrogation. Each party hereto does hereby remise, release and discharge the other party hereto and any officer or partner, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury

caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

Section 8.00 Interest on Past Due Obligations. If Tenant shall fail to pay any rent or other charges when the same shall be due and payable, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of the lesser of fifteen percent(15%) per annum or the highest lawful rate, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease. In addition, Tenant agrees to pay a Fifteen (15%) late fee on each payment of a monetary obligation not paid by Tenant within ten (10) days after the same shall be due. The provisions of this Article 16 shall not be construed to extend the date for payment of any sums required to be paid by Tenant under this Lease or to relieve Tenant of its obligations to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of late payment service charges pursuant to this Article shall be construed as a cure of any default in payment by Tenant.

Section 9.00 Remedies Cumulative. Each and every remedy set forth in this Amendment shall be deemed to be cumulative and in addition to any other right or remedy at law or in equity. The exercise by Landlord or Tenant of any remedy herein shall not be deemed exclusive or to preclude the use by Landlord or Tenant, as the case may be, of any other remedy set forth herein or remedy at law or in equity simultaneously therewith or at any later time.

Section 10.00 Floor Area. "Floor area" as used in this Amendment means, with respect to the Leased Premises, the number of square feet of floor space on all floor levels in the Leased Premises, including any mezzanine of space, measured from the exterior faces of exterior walls, store fronts, corridors and service areas, and the center line of party walls. For the purpose of this Lease, in determining the leasable floor area of the Shopping Center, there shall be excluded therefrom any space other than ground floor space in any other portion of the Shopping Center. No deduction or exclusion from floor area shall be made by reason of columns, stairs, shafts, or other interior construction or equipment.

Section 11.00 Entire Agreement. Amendments. This Amendment, and the Exhibits, and Rider if any, attached hereto and forming a part thereof constitute the entire agreement of the Landlord and Tenant concerning the Leased Premises. All prior agreements, statements or representations between the parties and their agents and/or employees, whether written or oral, are expressly merged herein and if not contained in this Lease shall be of no force or effect. This Lease shall not be modified, changed, altered, or discharged whatsoever, other than by an agreement in writing executed by both Landlord and Tenant.

Upon the expiration or earlier termination of the Lease, for whatever reason, the obligations of the Tenant remaining due and payable hereunder shall nevertheless continue unless otherwise stated herein. Upon termination of the Lease at any time by reason of any breach or default on the part of Tenant, Landlord's right to damages shall survive and shall be in such amount as shall then by law be permitted.

During the term of this Amendment and after its termination, Landlord shall have the right to obtain immediate injunctive relief (in the form of a temporary restraining order) in any court of competent jurisdiction on an ex parte basis, and without any requirement for any bond or surety, for any breach or default of the terms of this Lease by Tenant which would cause irreparable harm to Landlord, and this right shall be in addition to, and not in lieu of, all other legal and equitable rights, remedies and damages to which Landlord may be otherwise entitled.

IN WITNESS WHEREOF, Landlord and Tenant have duly signed and delivered this Amendment.

IN THE PRESENCE OF:

LANDLORD:
CURTIS PROPERTY GROUP

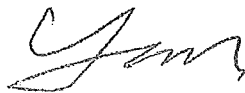
Its: 

By:



TENANT: NAON LLC.

Its: Authorized Member;
Junhyup Yoon



GUARANTY OF AMENDMENT

This Guaranty of Amendment is a guarantee for payment by the undersigned Guarantor in connection with that certain Amendment (the "Amendment") dated June____ 2026, between Curtis Property Group, as Landlord and NAON LLC covering premises in Papa Joe's Shopping Plaza, City of Rochester Hills, County of Oakland, State of Michigan.

The undersigned (herein, whether one or more, called "Guarantor"), in consideration of the Amendment of the lease of the premises described in the Amendment to the Tenant therein, and as an inducement to such Amendment, does hereby unconditionally and irrevocably guarantee to said Landlord the full and punctual performance and observance by Tenant of all Tenant's covenants and obligations under said Amendment.

The Guarantor hereby waives: (a) all requirements of notice of acceptance of this guarantee; (b) all requirements of notice of breach of non-performance by Tenant; and (c) any demand by Landlord, and/or prior action by Landlord, of any nature whatsoever against Tenant.

The obligations of the Guarantor hereunder shall remain fully binding and shall not be released by reason of: (i) Landlord having waived one or more defaults by Tenant, or having extended the time of performance by Tenant; (ii) Landlord having received, released, returned or misapplied other collateral or guarantees, or having released Tenant from performance of its obligations under the Lease; (iii) the release or discharge of Tenant in any creditors', receivership, bankruptcy or other proceedings; (iv) the rejection or disaffirmance of the Lease in any such proceedings, or any limitation or modification of the liability of Tenant (or its estate) in any such bankruptcy or other proceeding; (v) the assignment or transfer of the Amendment by Tenant; or (vi) any modification of the Amendment, but in case of such modification the liability of Guarantor shall be deemed modified in accordance with the terms of any such modification of the Amendment.

This Guaranty shall apply to the first Five (5) years of the Amendment, any extension or renewal thereof, and to any holdover term following the term thereby granted or any extension or renewal thereof.

If this Guaranty is signed by more than one person, their obligations hereunder shall be joint and several, but the release of one Guarantor shall not release any other guarantor. If Guarantor is a corporation, then Guarantor represents and warrants to Landlord that: (a) it is in furtherance of the corporate purposes of Guarantor that the Lease be entered into with Tenant; and (b) this Guaranty has been duly authorized by the necessary affirmative vote of the Board of Directors of Guarantor and by all other parties whose consent is required for the execution hereof.

This Guaranty shall insure to the benefit of the Landlord, its successors and assigns, and shall be binding upon Guarantor, its (or their) heirs, personal representatives, successors and assigns.

This Guaranty may not be changed, discharged or terminated in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

This Guaranty may not be changed, discharged or terminated in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

IN WITNESS WHEREOF, the Guarantor has duly signed and delivered this Guaranty this 23rd day of June 2026.



Junhyup Yoon

330-44-2123

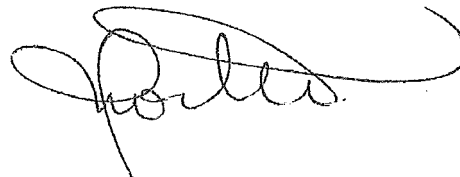
Social Security#

4600 454 014 567

Driver's License #

WITNESS

MALGORZATA PORTER



PROPERTY OWNER CONSENT

Ginza Ramen Conditional Use and Liquor License Application

Property: Papa Joe's Shopping Center, including the tenant space commonly known as 6866 N. Rochester Road, Rochester Hills, Michigan 48306

Parcel: 70-15-03-477-035

Tenant/Applicant: NAON L.L.C. d/b/a Ginza Ramen

The undersigned property owner or authorized representative acknowledges and consents to NAON L.L.C.'s submission and pursuit of: (1) conditional use approval for alcoholic beverage sales ancillary to the existing restaurant; and (2) a Michigan Class C liquor license and related City recommendation for the above tenant space. This consent does not authorize construction or alteration beyond the lease and does not amend the lease. The present application proposes no building addition, structural work, façade alteration, site modification, or outdoor alcohol-service area.

The undersigned authorizes the City of Rochester Hills and its representatives to review the existing site and application materials and to conduct lawful inspections associated with the application, upon reasonable coordination and subject to applicable rights of entry.

PROPERTY OWNER / AUTHORIZED AGENT

Curtis Properties Group, LLC

By: 

Printed name: ANTHONY CURTIS

Title: Owner

Date: 08-06-2024

Telephone / Email: 248-244-6301

tony@papa.joesmarket.com

LANDLORD SUPPORT LETTER

Ginza Ramen | 6866 N. Rochester Road

DATE: 08-06-2026

City of Rochester Hills
Planning and Economic Development Department
City Clerk / Liquor License Technical Review Committee
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

Re: Landlord Support — NAON L.L.C. d/b/a Ginza Ramen

To Whom It May Concern:

Curtis Properties Group, LLC, as owner or authorized landlord representative for the Papa Joe's Shopping Center and the tenant space at 6866 N. Rochester Road, supports NAON L.L.C.'s request for conditional use approval and a Class C liquor license for alcoholic beverage service ancillary to the existing Ginza Ramen restaurant.

Ginza Ramen is an established shopping-center tenant. The application does not propose a building addition, structural alteration, façade modification, parking or access change, outdoor alcohol area, or other physical site work. Any future physical alteration remains subject to the lease and all required governmental approvals.

We understand that the proposed alcohol service is intended to complement restaurant meals and that the applicant remains responsible for compliance with City, MLCC, fire, health, and lease requirements. Subject to those requirements, we support the City's favorable consideration of the application.

Sincerely,

Curtis Properties Group, LLC

By: 

Printed name: ANTHONY CURTIS

Title: Owner

Date: 08-06-2026

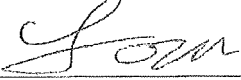
Telephone / Email: 248-249-6301
tony@papafoesmarket.com

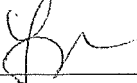
NO-CONSTRUCTION AND EXISTING-SITE-PLAN STATEMENT

Conditional Use Application | Ginza Ramen

NAON L.L.C. confirms that the conditional use and liquor-license request concerns only alcoholic beverage service ancillary to the existing Ginza Ramen restaurant. No building addition, demolition, structural modification, façade change, tenant-space construction, parking modification, access change, grading, utility extension, photometric change, wetland impact, tree removal, landscape modification, or storm-water work is proposed. The existing site plan and floor plan are submitted to document existing conditions. Consequently, there is no proposed façade or elevation plan and no proposed-condition engineering, photometric, wetland, tree-survey, landscape, or storm-water design sheet.

Applicant certification:

 8-11-2026
Jun Hyup Yoon, Member Date

 8-11-2026
Mina Yoon, Member Date

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS

NAON L.L.C. | Liquor License and Conditional Use

The undersigned, constituting all members of NAON L.L.C., adopt the following resolutions by unanimous written consent:

1. RESOLVED, that NAON L.L.C. is authorized to apply for and obtain City conditional use approval and a Michigan Class C liquor license for Ginza Ramen at 6866 N. Rochester Road, Rochester Hills, Michigan 48306.
2. RESOLVED, that Jun Hyup Yoon and Mina Yoon are each authorized to sign, submit, amend, and supplement applications, releases, plans, financial records, and supporting materials, and to appear before the Planning Commission, City Council, technical review committee, City Clerk, MLCC, and other reviewing agencies.
3. RESOLVED, that the company approves the responsible-service policies, business plan, application addendum, Environmental Impact Statement, floor plan, and existing-condition site materials submitted with the application.
4. RESOLVED, that prior acts consistent with these resolutions are ratified.

Effective date: 08/11/2026

Jun Hyup Yoon 8/11/2026
Jun Hyup Yoon, 50% Member Date

Mina Yoon 8/11/2026
Mina Yoon, 50% Member Date

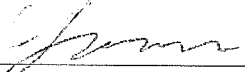
NAON L.L.C. OWNERSHIP CERTIFICATION

Equal Membership Interests

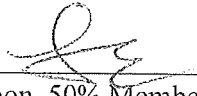
We, Jun Hyup Yoon and Mina Yoon, certify that the following is true and complete as of the date signed:

1. NAON L.L.C. is a Michigan limited liability company.
2. Jun Hyup Yoon owns a fifty percent (50%) membership interest in NAON L.L.C..
3. Mina Yoon owns a fifty percent (50%) membership interest in NAON L.L.C..
4. No other person or entity holds a direct membership interest unless disclosed to the City or MLCC in a signed amendment.
5. Mina Yoon was formerly known as Meina Jin before naturalization; records issued under that former name refer to the same person.

We certify under penalty of perjury that the foregoing is true to the best of our knowledge.

 08/11/2026

Jun Hyup Yoon, 50% Member Date

 08/11/2026

Mina Yoon, 50% Member Date

NAONY LLC OWNERSHIP CERTIFICATION

Equal Membership Interests

We, Jun Hyup Yoon and Mina Yoon, certify that the following is true and complete as of the date signed:

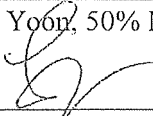
1. NAONY LLC is a Michigan limited liability company.
2. Jun Hyup Yoon owns a fifty percent (50%) membership interest in NAONY LLC.
3. Mina Yoon owns a fifty percent (50%) membership interest in NAONY LLC.
4. No other person or entity holds a direct membership interest unless disclosed to the City or MLCC in a signed amendment.
5. Mina Yoon was formerly known as Meina Jin before naturalization; records issued under that former name refer to the same person.

NAONY LLC operates the affiliated Ginza Ramen business at 43289 Garfield Road, Clinton Township, Michigan 48038, as disclosed in the City application.

We certify under penalty of perjury that the foregoing is true to the best of our knowledge.



Jun Hyup Yoon, 50% Member Date 8/11/2026



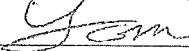
Mina Yoon, 50% Member Date 8/11/2026

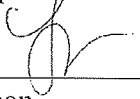
TRADE NAME AND AFFILIATED BUSINESS STATEMENT

Ginza Ramen Businesses

Jun Hyup Yoon and Mina Yoon jointly certify the following:

1. NAON L.L.C. operates Ginza Ramen at 6866 N. Rochester Road, Rochester Hills, Michigan 48306. Jun Hyup Yoon and Mina Yoon each own 50% of NAON L.L.C.
2. NAONY LLC operates an affiliated Ginza Ramen business at 43289 Garfield Road, Clinton Township, Michigan 48038. Jun Hyup Yoon and Mina Yoon each own 50% of NAONY LLC.
3. The two businesses use the same "Ginza Ramen" trade identity but are operated by separate legal entities. They are not represented as a third-party franchise.
4. Mina Yoon was formerly known as Meina Jin before naturalization. Documents bearing the former name refer to the same individual.
5. This statement is supplied to reconcile legal entity names, trade names, locations, and historical tax or organizational records.

 8/11/2026
Jun Hyup Yoon Date

 8/11/2026
Mina Yoon Date